



Board of Supervisors Health and Mental Health Cluster Agenda Review Meeting

DATE: November 13, 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.

11:00 A.M. NOTICE OF CLOSED SESSION

CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(a)

Gladwin Cedeno vs. High Desert Regional Health

Los Angeles County Superior Court Case No. 23AVCV00001

Department of Health Services

- I. Call to order
- II. **Information Item(s) (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):**
 - a. **DHS:** Approval to Extend the Agreements Associated with In-Home Supportive Services Health Plan Coverage
 - b. **DMH:** Approval to Extend the Existing Contract Number MH110003 with Primex Laboratories, Inc., on a Sole Source Basis, for the Continued Provision of Clinical Laboratory Services
 - c. **DMH:** Adopt a Resolution to Approve a New Agreement with the State of California, Department of Aging, to Fund Public Patient Representative Services
- III. **Presentation Item(s):**
 - a. **DPW/DHS:** Olive View-UCLA Medical Center Computed Tomography Scan Room Remodeling and Single-Photon Emission Computed Tomography Scanner Room Refurbishment Projects – Revised projects budget and approve an appropriation adjustment
 - b. **DPH:** Authorization to Accept and Implement a Grant Award and Future Awards and/or Amendments from the United States Department of Justice for the Los Angeles County Office of Violence Prevention Healing Centered Community Violence Intervention Initiative (#07916)
 - c. **DPH:** Approval to Execute a New Sole Source Contract with the Child Care Alliance of Los Angeles for the Workforce Pathways Los Angeles Program (#07897)
- IV. **Discussion Item(s):**
 - a. **DHS:** Field Medicine in LA County
- 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**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	11/13/2024	
BOARD MEETING DATE	12/3/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Public Social Services and Department of Health Services	
SUBJECT	Approval to extend the agreements associated with In-Home Supportive Services Health Plan Coverage	
PROGRAM	Managed Care Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The agreements associated with In-Home Supportive Services Health Plan Coverage will expire on December 31, 2024.	
COST & FUNDING	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation: The cost of the PASC-SEIU IHSS Health Plan is included in the IHSS MOE and is funded by LA County resources, as well as federal and State revenues. The DPSS fiscal year (FY) 2024-25 Final Adopted Budget reflects a total cost of \$186,234,000 for the PASC-SEIU IHSS Health Plan. The estimated FY 2024-25 IHSS MOE portion for health benefits is \$31,558,000, which is provided by DHS.	
PURPOSE OF REQUEST	<p>Delegate authority to the Director of DPSS, or designee, to negotiate, prepare and execute amendments to DPSS' and Local Initiative Health Authority of Los Angeles County Joint Powers Authority's (L.A. Care JPA's) "Homecare Workers Healthcare Services Financial Agreement" (Agreement No. LAC 12-001). Such authority shall include the ability to: (i) extend current agreement for six (6) months through June 30, 2025, with six (6) month-to-month extension options through December 31, 2025; (ii) update or incorporate new State/federal law and regulations, LA County provisions and other regulatory/contractual requirements; (iii) make appropriate changes to agreement language for clarity and efficiency (administrative, programmatic and operational); and (iv) take any additional actions that are required by contract, law, regulation, rule, or guideline to enable DPSS to effectuate the relevant amendment, with all actions subject to prior review and approval by County Counsel. Delegate to the Director of DPSS, or designee, the authority to include in such amendments as are permitted by the previous recommendation, a monthly capitation rate within the range already approved by the Board of Supervisors (Board) in previous Board letters, subject to review and approval by DHS, County Counsel, and Chief Executive Officer. Delegate authority to the Director of DHS, or designee, to negotiate, prepare and execute amendments to any and all agreements with the "L.A. Care Entities" by which (a) either or both, of the L.A. Care Entities administer the PASC- SEIU IHSS Health Plan, or (b)</p>	

	<p>DHS provides care to IHSS providers. Such authority shall include the ability to: (i) extend current agreements, including the Hospital Services Agreement (HSA) and Participating Provider Agreement (PPA) between DHS and the L.A. Care Entities, for six (6) months through June 30, 2025, with six (6) month-to-month extension options through December 31, 2025; (ii) migrate the IHSS line of business into new agreements involving DHS and either, or both, of the LA Care Entities; (iii) update or incorporate new State/federal law and regulations, LA County provisions and other regulatory/contractual requirements; (iv) make appropriate changes to agreement language for clarity and efficiency (administrative, programmatic and operational); (v) reflect new, or adjust current rates or financial opportunities; (vi) revise and update the division of financial responsibilities to align with any changes to rates; and (vii) take any additional actions as required by contract, law, regulation, rule, or guideline to enable DHS to effectuate the relevant amendments, with all actions subject to prior review and approval by County Counsel.</p>
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>Due to the continued ongoing negotiations between DPSS and L.A. Care JPA, DHS and DPSS request authority to extend the associated IHSS related agreements six (6) months through June 30, 2025, with six (6) month-to-month extension options through December 31, 2025, to ensure that health coverage for IHSS providers remains uninterrupted. Under the foregoing recommendations, DPSS and DHS will have the power to sustain IHSS providers' health benefits through the current vehicles: the PASC-SEIU IHSS Health Plan and its DHS dominated provider network.</p> <p>The PASC-SEIU IHSS Health Plan is structured through a suite of interrelated agreements, Memoranda of Understanding (MOUs), and financial transactions. The components include: (1) an agreement between DPSS and the PASC, including the following PASC responsibilities: administer registry services, provide access to consumer/provider training, administer Back-Up Attendant Program, determine eligibility and administer IHSS provider health benefits, and administer New Provider Enrollment Requirements for IHSS providers, and review of Criminal Background Investigation results for all new providers and subsequent arrest/convictions of records, as required by the provider enrollment regulations; (2) an agreement between the PASC and L.A. Care JPA related to the PASC-SEIU IHSS Health Plan benefits; (3) an MOU between DPSS and DHS related to the financing of the PASC-SEIU IHSS Health Plan benefits and the capitation payment; (4) an agreement between DPSS and the L.A. Care JPA related to the financing of the PASC-SEIU IHSS Health Plan where DPSS serves as the fiscal intermediary for the PASC in making the capitation payments on their behalf, consistent with an agreement between the PASC and the L.A. Care JPA for the PASC-SEIU IHSS Health Plan for eligible IHSS providers; (5) agreements between L.A. Care JPA and providers (including DHS) to deliver services to health plan members; and (6) an MOU between the PASC and the SEIU related to the health plan benefits. All these arrangements rest on a bedrock agreement: the Transition Safety Net (TSN). In 2012, the TSN transferred the Community Health Plan (CHP) lines of business-including the IHSS worker health plan-to L.A. Care. Without the extension requested, the plan will no longer be able to function in its current form; and will have nothing to replace it. Its continued presence is essential.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Priority 7 Sustainability: IHSS program services enable eligible low-income aged, blind, and disabled persons to receive care safely at home.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: <u>DHS:</u> Allan Wecker, Chief Financial Officer, Department of Health Services <u>DPSS:</u> Nereen Guirguis, Contract Development Division Director, 562-908-3006 <u>County Counsel:</u> Melinda White-Svec, Deputy County Counsel, Social Services Division, 210-687-4745 Natasha Mosley, Deputy County Counsel, Health Services Division, 213-974-8572</p>

December 3, 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 TO EXTEND THE AGREEMENTS ASSOCIATED
WITH IN-HOME SUPPORTIVE SERVICES HEALTH PLAN COVERAGE
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County's (LA County) Department of Public Social Services (DPSS) administers the State of California's In-Home Supportive Services (IHSS) program in Los Angeles County. IHSS program services enable eligible low-income aged, blind, and disabled persons to receive care safely at home. In order to provide health benefits to the eligible providers that deliver IHSS program services through Personal Assistance Services Counsel (PASC) and its provider network, the Department of Health Services (DHS) and DPSS request authority to extend the associated IHSS related agreements with Local Initiative Health Authority of Los Angeles County (L.A. Care) or L.A. Care Joint Powers Authority (L.A. Care JPA), collectively the "L.A. Care Entities", for six (6) months through June 30, 2025, and the option to extend these agreements for up to an additional six (6) months through December 31, 2025.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DPSS, or designee, to negotiate, prepare and execute amendments to DPSS' and L.A. Care JPA's "Homecare Workers Healthcare Services Financial Agreement" (Agreement No. LAC 12-001) to: (i) extend the agreement term for six (6) months through June 30, 2025, with option to further extend these agreements for up to an additional six (6) months through December 31, 2025; (ii) update or incorporate new State/federal law and regulations, LA County provisions and other regulatory/contractual requirements; (iii) make appropriate changes to the agreement language for clarity and efficiency (administrative, programmatic and operational); and (iv) take any additional actions that are required by contract, law, regulation, rule, or guideline to enable DPSS to effectuate the relevant amendment, with all actions subject to prior review and approval by County Counsel.

2. Delegate authority to the Director of DPSS, or designee, to include in such amendments as are permitted by the previous recommendation, a monthly capitation rate within the range already approved by the Board of Supervisors (Board) in previous Board letters, subject to review and approval by DHS, County Counsel, and Chief Executive Officer.
3. Delegate authority to the Director of DHS, or designee, to negotiate, prepare and execute amendments to any and all agreements with the "L.A. Care Entities" by which either or both, of the L.A. Care Entities administer the PASC- SEIU IHSS Health Plan, or DHS provides care to IHSS providers, the ability to: (a) extend current agreements, including the Hospital Services Agreement (HSA) and Participating Provider Agreement (PPA) between DHS and the L.A. Care Entities, for six (6) months through June 30, 2025, with option to extend these agreements for up to an additional six (6) months through December 31, 2025; (b) migrate the IHSS line of business into new agreements involving DHS and either, or both, of the LA Care Entities; (c) update or incorporate new State/federal law and regulations, LA County provisions and other regulatory/contractual requirements; (d) make appropriate changes to agreement language for clarity and efficiency (administrative, programmatic and operational); (e) reflect new, or adjust current rates, or financial opportunities; (f) revise and update the division of financial responsibilities to align with any changes to rates; and (g) take any additional actions as required by contract, law, regulation, rule, or guideline to enable DHS to effectuate the relevant amendments, with all actions subject to prior review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Due to the continued ongoing negotiations between DPSS and L.A. Care JPA, DHS and DPSS request authority to extend the associated IHSS related agreements six (6) months through June 30, 2025, and the option to extend these agreements for up to an additional six (6) months through December 31, 2025, to ensure that health coverage for IHSS providers remains uninterrupted. Under the foregoing recommendations, DPSS and DHS will have the power to sustain IHSS providers' health benefits through the current vehicles: the PASC-SEIU IHSS Health Plan and its DHS dominated provider network.

The Board has already taken steps to secure the PASC-SEIU IHSS Health Plan and provider network in the applicable timeframe. Pursuant to the Board's letter on May 21, 2024, DPSS and the PASC recently agreed that the PASC will continue to serve as the IHSS providers' Employer-of-Record for the purpose of collective bargaining, wages, benefits and other terms and conditions of employment through June 30, 2026, with the possibility of a one- year extension through June 30, 2027.

The PASC, the L.A. Care Entities, DHS, and DPSS IHSS-related efforts are tightly interwoven. The PASC contracts with L.A. Care JPA to offer the PASC-SEIU IHSS Health Plan. On behalf of the PASC, DPSS pays insurance premiums to L.A. Care JPA for that coverage with federal and State revenue. DHS provides the IHSS Maintenance of Effort (MOE) portion of the health benefits.

The PASC-SEIU IHSS Health Plan is structured through a suite of interrelated agreements, Memoranda of Understanding (MOUs), and financial transactions. The components include: (1) an agreement between DPSS and the PASC, including the following PASC responsibilities: administer registry services, provide access to consumer/provider training, administer Back-Up Attendant Program, determine eligibility and administer IHSS provider health benefits, and administer New Provider Enrollment Requirements for IHSS providers, and review of Criminal Background Investigation results for all new providers and subsequent arrest/convictions of records, as required by the provider enrollment regulations; (2) an agreement between the PASC and L.A. Care JPA related to the PASC-SEIU IHSS Health Plan benefits; (3) an MOU between DPSS and DHS related to the financing of the PASC-SEIU IHSS Health Plan benefits and the capitation payment; (4) an agreement between DPSS and the L.A. Care JPA related to the financing of the PASC-SEIU IHSS Health Plan where DPSS serves as the fiscal intermediary for the PASC in making the capitation payments on their behalf, consistent with an agreement between the PASC and the L.A. Care JPA for the PASC-SEIU IHSS Health Plan for eligible IHSS providers; (5) agreements between L.A. Care JPA and providers (including DHS) to deliver services to health plan members; and (6) an MOU between the PASC and the SEIU related to the health plan benefits. All these arrangements rest on a bedrock agreement: the Transition Safety Net (TSN). In 2012, the TSN transferred the Community Health Plan (CHP) lines of business-including the PASC-SEIU IHSS Health Plan-to L.A. Care. Without the extension requested, the plan will no longer be able to function in its current form; and will have nothing to replace it. Its continued presence is essential.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the principles of the Countywide Strategic Plan, North Star 1: Make Investments that Transform Lives, Focus Area Goal A – Healthy Individuals and Families, via Strategy II: Improve Health Outcomes, and Focus Area Goal D – Support Vulnerable Populations, via Strategy VII: Older Adults and People with Disabilities.

FISCAL IMPACT/FINANCING

The cost of the PASC-SEIU IHSS Health Plan is included in the IHSS MOE and is funded by LA County resources, as well as federal and State revenues. The DPSS fiscal year (FY) 2024-25 Final Adopted Budget reflects a total cost of \$186,234,000 for the PASC-SEIU IHSS Health Plan. The estimated FY 2024-25 IHSS MOE portion for health benefits is \$31,558,000, which is provided by DHS, and is included in the FY 2024-25 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Through the IHSS Program, IHSS providers provide services, such as housework, transportation, and personal care services to eligible low-income aged, blind, and disabled persons. IHSS providers are employed by IHSS recipients. The services IHSS providers provide allow the recipients to remain safely at home.

In 1997, the California Legislature enacted a statute requiring counties to establish an Employer of Record (EOR) for IHSS providers (Welfare and Institutions Code (WIC) § 12301.6.) To comply with the legislature's instruction, LA County created the PASC. In 1999, LA County first contracted with the PASC. In its role as EOR, the PASC performs a variety of services critical to IHSS' functioning, including the administration of health benefits to IHSS providers. PASC ensures that IHSS providers laboring 74 hours or more per month for two (2) consecutive months are eligible for health care coverage. As of June 2024, there is 49,054 IHSS providers enrolled in the IHSS Health Plan.

In November 2011, the Board approved the transfer of the IHSS health plan from the CHP to L.A. Care. The duration of the authority thereunder was for ten (10) years through December 31, 2021. With delegated authority, DHS executed an agreement -the TSN-handing the IHSS health plan, first to L.A. Care and then, via an amendment to the L.A. Care JPA. Since 2012, this arrangement has remained largely intact-with limited exceptions.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will allow continued access of IHSS providers to DHS' provider network. Additionally, extending the term of these agreements will allow the L.A. Care JPA to continue providing IHSS providers with health insurance.

Respectfully submitted,

Christina R. Ghaly, MD
Director

Jackie Contreras, Ph. D.
Director

CRG:jd

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Department of Public Social Services

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	11/13/2024	
BOARD MEETING DATE	12/3/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Mental Health	
SUBJECT	Request approval to extend the term of the contract with Primex Laboratories, Inc., for one year for the continued provision of clinical laboratory services, as the current contract is set to expire on December 31, 2024.	
PROGRAM	Primex Clinical laboratory services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	12/3/24. Existing contract ends 12/31/24, amendment should be executed to extend the contract prior to expiration to make sure there is no lag in services.	
COST & FUNDING	Total cost: \$200,000	Funding source: Sales tax realignment revenue.
	TERMS (if applicable): Jan 1, 2025 – Dec 31, 2025	
	Explanation: NA	
PURPOSE OF REQUEST	Board Letter will allow DMH to execute a one-year extension amendment with Primex for continued provision of laboratory services, while a solicitation process is being completed for these services.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On September 19, 2019, your Board authorized the Director of DMH to execute a contract with Primex to provide clinical laboratory services. This contract is set to expire on December 31, 2024, and a one-year extension period will allow DMH to complete the solicitation process and request authority from your Board to execute the resulting contract. Upon execution of a new contract, this contract will be terminated in accordance with the contract's termination for convenience provision if it has not reached its expiration date.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Engage Residents, Collaborate, Align Policies, Intervene & Prevent. The contract will be structured for an interdepartmental, community-based prevention service delivery system across L.A. County residents, and it will cover the implementation of Federal, State and County policies, procedures, and regulations to eliminate social and economic marginalization.	
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: Health Integration, Care First, Jail last, and Homelessness. The contractor will provide laboratory services with the focus of collecting blood and non-blood specimens geared toward maintaining high-quality patient care for some of the most vulnerable LA County Residents.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Curley L. Bonds M.D., Chief Medical Officer, (213) 738-4108, cbonds@dmh.lacounty.gov William Birnie, Sr. Deputy County Counsel, (213) 972-5717, wbirnie@counsel.lacounty.gov	



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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

Rimmi Hundal, M.A.
Chief Deputy Director

December 3, 2024

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

Dear Supervisors:

**APPROVAL TO EXTEND THE EXISTING CONTRACT NUMBER MH110003 WITH
PRIMEX LABORATORIES, INC., ON A SOLE SOURCE BASIS, FOR THE
CONTINUED PROVISION OF CLINICAL LABORATORY SERVICES**

**(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to extend the term of the contract with Primex Laboratories, Inc., for one year for the continued provision of clinical laboratory services, as the current contract is set to expire on December 31, 2024.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute an amendment (Attachment I) on a sole source basis, to the existing contract with Primex Laboratories, Inc., (Primex), to extend the term of the contract for one year, effective January 1, 2025 through December 31, 2025, while the Department is working on completing a new solicitation. The total funding for this one-year extension is \$200,000, fully funded by sales tax realignment revenue.
2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the contract in Recommendation 1 in order to revise the language; revise and/or replace the Fee Schedule; add, delete, modify, or replace the Statement of Work; and/or reflect federal, State, and County regulatory and/or policy changes provided that: 1) the Maximum Contract Amount (MCA) does not exceed an increase

of 10 percent from the Board-approved MCA in Recommendation 1; and 2) sufficient funds are available. The amendments will be subject to prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Office (CEO).

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Through the Primex contract, the Department of Mental Health (DMH) pays for uninsured clients only; however, DMH also ensures that clinical laboratory services are provided to Medi-Cal clients receiving medication support to ensure patient safety and treatment efficacy as drug therapy and associated care often require supporting clinical laboratory services. Primex has been providing clinical laboratory services to all clients receiving services at DMH clinics since October 2019. By working with Primex, DMH has been able to provide laboratory testing and monitoring services to approximately 13,000 clients annually.

Board approval of Recommendation 1 will allow DMH to extend the existing contract with Primex for the continued provision of laboratory services for one year, while the solicitation process is completed.

Board approval of Recommendation 2 will allow DMH to amend the contract in Recommendation 1 in a timely manner, as necessary, for the continued provision of clinical laboratory services without interruption.

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

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

Total allocation for the extended period, January 1, 2025 – December 31, 2025, will be \$200,000, fully funded by sales tax realignment revenue.

Funding for the extended period for Fiscal Year 2024-25 is included in DMH's adopted budget. Funding for future fiscal year will be requested through DMH's annual budget request process as needed.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 19, 2019, your Board authorized the Director of DMH to execute a contract with Primex to provide clinical laboratory services. This contract is set to expire on December 31, 2024, and a one-year extension period will allow DMH to complete the solicitation process and request authority from your Board to execute the resulting contract. Upon execution of a new contract, this contract will be terminated in accordance with the contract's termination for convenience provision if it has not reached its expiration date.

In accordance with Board Policy No. 5.100, Sole Source Contracts and Amendments, DMH notified your Board on June 12, 2024 (Attachment II), of its intent to extend the contract term with Primex for one year. As we did not hear otherwise, DMH is moving forward with this action. The required Sole Source Checklist (Attachment III), identifying and justifying the need for sole source amendment, has been approved by the CEO.

The amendment has been approved as to form by County Counsel.

As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure compliance with all contract terms and performance standards.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to extend the contract term with Primex and continue provision of clinical laboratory services without interruption until a solicitation for such services is completed.

Respectfully submitted,

The Honorable Board of Supervisors
December 3, 2024
Page 4

Lisa H. Wong, Psy.D.
Director

LHW:RH:KN:SK:CM:atm

Attachments (3)

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

Draft

CONTRACT NO. MH110003

AMENDMENT NO. X

THIS AMENDMENT is made and entered into this ___ day of _____, 2024, by and between the COUNTY OF LOS ANGELES (hereafter “County”), and Primex Clinical Laboratories, Inc. (hereafter “Contractor”).

WHEREAS, reference is made to that certain document entitled “Department of Mental Health Clinical Laboratories Services Contract”, dated October 1, 2019, and further identified as County Contract No. MH110003, and any amendments thereto (hereafter collectively “Contract”); and

WHEREAS, on Board Letter approval date, the County Board of Supervisors delegated authority to the Director of Mental Health, or designee, to execute amendments to the Contract that include authority to extend the term of the Contract, modify the Contract language, and make other designated changes; and

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

WHEREAS, County and Contractor intend to amend the Contract to extend the term up to one year beginning January 1, 2025 through December 31, 2025, and make other hereinafter designated changes; and

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

NOW, THEREFORE, County and Contractor agree as follows:

1. This amendment is hereby incorporated into the original Contract, and all its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
2. This amendment is effective January 1, 2025.
3. The term of the Contract is extended from January 1, 2025, and shall continue in full force through December 31, 2025. The Maximum Contract Amount shall not exceed \$200,000.
4. Exhibit Q – ~~X~~ (Contribution and Agent Declaration Form), will be added to the Contract, attached hereto, and incorporated herein by reference.
5. Paragraph 8.57 of the Contract (Prohibition from Participation in Future Solicitation(s) is added to the Contract as follows:

“8.57 A Proposer, or a Contractor or its subsidiary or Subcontractor (“Proposer/Contractor”), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.”

6. Paragraph 8.58 of the Contract (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) is added to the Contract as follows:

“8.58 Pursuant to [Government Code Section 84308](#), Contractor, and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.”

7. Paragraph 10.0 (Survival) is added to the Contract as follows:

“10.0 In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 7.8	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage

Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.58	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Paragraph 10.0	Survival

8. Except as provided in this amendment, all other terms and conditions of the Contract shall remain in full force and effect.

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

COUNTY OF LOS ANGELES

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

Primex Clinical Laboratories, Inc.
CONTRACTOR

By _____

Name Oshin Harootonian

Title President/CEO
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: William Birnie
Senior Deputy County Counsel

CONTRIBUTION AND AGENT DECLARATION FORM

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

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

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

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

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

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

HOA.104008393.4
Rev. [4/16/24]

CONTRIBUTION AND AGENT DECLARATION FORM

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

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: _____

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: _____

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

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

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

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

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

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

CONTRIBUTION AND AGENT DECLARATION FORM

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

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

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

B. CONTRIBUTIONS

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

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

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

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

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

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

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

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

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

Signature

Date

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

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

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

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

Signature

Date



DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
 Director

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

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

June 12, 2024

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

FROM: Lisa H. Wong, Psy.D.
 Director

Connie D. Draxler

SUBJECT: NOTICE OF INTENT TO EXTEND THE TERM OF THE CONTRACT NUMBER MH110003 WITH PRIMEX CLINICAL LABORATORIES, INC., FOR THE CONTINUED PROVISION OF CLINICAL LABORATORY SERVICES

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts and Amendments), the Department of Mental Health (DMH) is notifying your Board of its intent to extend the existing contract with Primex Clinical Laboratories, Inc., (Primex) to continue the provision of clinical laboratory services.

DMH will request that your Board approve a sole source contract amendment to extend the term of the Contract with Primex on a month-to-month basis for one-year, effective January 1, 2025 through December 31, 2025, while a solicitation is completed. The total funding for the extended period is \$200,000, fully funded by sales tax realignment revenue.

JUSTIFICATION

DMH ensures that clinical laboratory services are provided to Medi-Cal (MC) and indigent clients receiving medication support in order to ensure patient safety and treatment efficacy as drug therapy and associated care often require supporting clinical laboratory services. Primex has been providing clinical laboratory services to all clients receiving services at DMH clinics since October 2019. By working with Primex, DMH has been

Each Supervisor
June 12, 2024
Page 2

able to provide laboratory testing and monitoring services, in a cost effective and seamless manner to approximately 13,000 clients annually.

This extension will allow DMH to continue to provide laboratory and testing services to MC clients without interruption while the solicitation process is completed, and Board authority is granted to execute a resulting contract. At such time, this contract will be terminated in accordance with the contract's termination for convenience provision.

NOTIFICATION TIMELINE

Pursuant to Board Policy No. 5.100, DMH is required to notify the Board at least six months prior to the expiration of an existing contract to amend the contracts when departments do not have delegated authority to execute such amendment.

Unless otherwise instructed by the Board Office within four weeks of this notice, DMH will present the Board a letter for approval to execute a sole source extension amendment with Primex.

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

LHW:CDD:KN
SK:CM:atm

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

SOLE SOURCE CHECKLIST

Department Name: Mental Health

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: 09/17/2019

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

Erika Bonilla
Chief Executive Office

9/27/24

Date

DRAFT**BOARD LETTER/MEMO
CLUSTER FACT SHEET** Board Letter Board Memo Other

CLUSTER AGENDA REVIEW DATE	11/13/2024	
BOARD MEETING DATE	12/3/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Mental Health (DMH)	
SUBJECT	Request adoption of a resolution approving a new agreement with the State of California, Department of Aging, to fund the delivery of public patient representative services for vulnerable seniors across Los Angeles, San Bernardino, and Riverside counties.	
PROGRAM	Public Patient Representative Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
	If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	12/3/2024	
COST & FUNDING	Total cost: \$2,250,000	Funding source: State California Department of Aging
	TERMS (if applicable): January 1, 2025 to December 31, 2027	
	Explanation:	
PURPOSE OF REQUEST	Board Letter will allow DMH to adopt a resolution to approve a new Agreement with the California Department of Aging to fund the delivery of public patient representative services to vulnerable seniors across Los Angeles, San Bernardino, and Riverside counties.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The State has issued a new agreement funding a continuation of these services in which DMH will continue the Public Patient Representative Services Program. Prior to the implementation of the Program, Deputy Public Guardians (DPG) investigated referrals on individuals who appeared unable to provide for their basic needs of food, clothing, or shelter; may have been victims of elder abuse; or those who may have lacked the capacity to give informed consent for their medical care. Since the implementation of the Program, DPGs have enhanced their services to assist seniors as necessary.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain how: This BL falls under the Equity Guiding Principle of “Intervene early and emphasize long term prevention.” DMH will continue to provide the Public Patient Representative Services Program to provide services to seniors who lack the capacity to make health care decisions and have no legal surrogate authorized to make decisions on their behalf.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please state which one(s) and explain how: The Board Letter supports the Board-directed priority, “Alliance for Health Integration.” DMH will continue to provide public patient representative services for vulnerable seniors across the counties of Los Angeles, San Bernardino, and Riverside.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: DMH: James Kwon, Deputy Director, (213) 974-0407, jkwon@dmh.lacounty.gov Senior Deputy County Counsel: Rachel Kleinberg, (213) 974-7735, RKleinber@counsel.lacounty.gov	



DEPARTMENT OF MENTAL HEALTH

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LISA H. WONG, Psy.D.
Director

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

Rimmi Hundal, M.A.
Chief Deputy Director

December 3, 2024

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

Dear Supervisors:

**ADOPT A RESOLUTION TO APPROVE A NEW AGREEMENT WITH
THE STATE OF CALIFORNIA, DEPARTMENT OF AGING, TO FUND
PUBLIC PATIENT REPRESENTATIVE SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request adoption of a resolution approving a new agreement with the State of California, Department of Aging, to fund the delivery of public patient representative services for vulnerable seniors across Los Angeles, San Bernardino, and Riverside counties.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt and instruct the Chair of your Board to sign and execute a resolution (Attachment I), authorizing the Director of Mental Health (Director), or designee, to sign and execute the Agreement (No. OP-2425-02), substantially similar to Attachment II, with the State of California, Department of Aging (CDA), to accept funds not to exceed \$2,250,000 to enable the Department of Mental Health's (DMH) Office of Public Guardian (PG) to continue providing public patient representative services. The term of the Agreement will be effective January 1, 2025 through December 31, 2027.
2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the Agreement as applicable to: 1) extend the term; 2) revise and/or accept additional funds; 3) revise terms and conditions, add, delete, or modify Agreement language or other items, including the Scope of Work (SOW); 4) allow for the rollover of unspent funds; and 5) reflect federal, State, and County regulatory and/or policy changes,

subject to prior review and approval as to form by County Counsel and notification to your Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

DMH is committed to ensuring that long-term care residents at skilled nursing facilities (SNF) have access to public patient representative services, as their overall needs (i.e., physical, mental health, and personal needs) may be complex and intersect with different social and economic conditions they experience. Executing this Agreement with the State allows DMH to continue to provide services to seniors who lack the capacity to make health care decisions and have no legal surrogate authorized to make decisions on their behalf.

Board adoption of the resolution and approval of Recommendation 1 will allow DMH to execute a new agreement with the CDA to continue providing public patient representative services.

Board approval of Recommendation 2 will allow DMH to amend the Agreement; extend the term; revise the language, including the SOW; revise the funding amount; and reflect federal, State, and County regulatory and/or policy changes.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The total maximum amount of the Agreement is \$2,250,000 to fund associated operating costs. The Agreement is effective January 1, 2025 through December 31, 2027.

Sufficient appropriation is included in DMH's Fiscal Year 2024-25 Budget. Funding for future fiscal years will be requested through DMH's annual budget process.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under California Health and Safety Code, Section 1418.8, SNFs may convene an interdisciplinary team to make medical decisions for residents who lack capacity and have no legal surrogate. These teams include the resident's physician, a registered nurse responsible for the resident's care, and other appropriate staff. Effective January 27, 2023, SNFs are required to include a public patient representative when they convene an interdisciplinary team.

The current agreement for these services expires December 31, 2024, but the State has issued a new agreement funding a continuation of these services. Through this Agreement, DMH will continue to provide the Public Patient Representative Services Program (Program) utilizing the four Deputy Public Guardians (DPG) hired through the existing agreement. Prior to the implementation of the Program, DPGs investigated referrals on individuals who appeared unable to provide for their basic needs of food, clothing, or shelter; may have been victims of elder abuse; or those who may have lacked the capacity to give informed consent for their medical care. Under the Program, DPGs have the resources to assist seniors as necessary. Since the implementation of the Program, DPGs have participated in interdisciplinary team meetings, have provided outreach to facilities, and registered at 445 facilities across the counties of Los Angeles, San Bernardino, and Riverside.

California Welfare and Institutions Code Section 9275 requires that the assigned DPG is responsible for conducting interviews with the senior; reviewing medical and clinical records; participating in the interdisciplinary team review of the proposed interventions and articulating the senior's treatment preferences; reporting any abuse or neglect; and referring the senior to any necessary legal services.

Under Article XIII B, Section 6 of the California Constitution, whenever the legislature or any State agency mandates a new program or higher level of service on any local government, the State will provide a subvention of funds to reimburse that local government for the costs of the program or increased level of service. This is a State mandated program; therefore, the State has the obligation to provide ongoing funding. If the State terminates this Program/Agreement, DMH is no longer required to provide these services; however, DMH will be able to absorb the four positions within PG using other funding sources, if necessary.

Attachment II, Agreement No. OP-2425-02, has been approved as to form by County Counsel. The Agreement contains both standard and special State terms and conditions.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Honorable Board of Supervisors
December 3, 2024
Page 4

Board approval of the recommended actions will enable DMH to continue addressing and reducing disparities for a highly vulnerable population by acting in the senior's best interest when they are unable to communicate their needs/wants due to a medical or mental health condition.

Respectfully submitted,

LISA H. WONG, Psy.D.
Director

LHW:RH:KN:
SK:RLR:MR:atm

Attachments (2)

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

**RESOLUTION OF
THE BOARD OF SUPERVISORS OF
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA**

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors (Board) of the County of Los Angeles (County) does hereby approve and authorize the Director Department of Mental Health (Director) or designee to sign the Agreement No. OP-2425-02 entered into by and between the County and the State of California, Department of Aging. It is further resolved that the Board approves and authorizes the Director, or designee, to sign future Amendments or modifications to the Agreement No. OP-2425-02.

EDWARD YEN,
Executive Officer-Board of Supervisors of
the County of Los Angeles

By _____
Chair, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
DAWYN R. HARRISON,
COUNTY COUNSEL
OFFICE OF THE COUNTY COUNSEL

By  _____
Rachel Kleinberg
Senior Deputy County Counsel

EXHIBIT A SCOPE OF WORK

1. CONTRACTED PARTIES:

County of Los Angeles Department of Mental Health, hereafter referred to as Contractor, through its Office of the Public Guardian, agrees to provide public patient representative services (as defined in Section 6) to the Department of Aging (CDA), pursuant to the terms and conditions of the Agreement.

2. SERVICE LOCATIONS:

The services shall be performed at the meeting site, or remotely when appropriate and agreed to by CDA. Locations will be coordinated by the Project Coordinators.

3. SERVICE HOURS:

The services shall be provided on an as needed basis, Monday through Friday, during normal business hours, excluding state holidays.

4. PROJECT COORDINATORS:

A. The project coordinators during the term of this Agreement shall be:

	California Department of Aging	County of Los Angeles Department of Mental Health
Section:	Office of the Long-Term Care Patient Representative (OLT CPR)	Office of the Public Guardian
Attention:	Susan Rodrigues	Luis Leyva
Title:	Assistant Deputy Director	Acting Deputy Director
Address:	2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833	510 South Vermont Avenue, 19th Floor Los Angeles, CA 90020
Phone:	(916) 419-7551	(213) 974-0407
Email:	susan.rodrigues@aging.ca.gov	lleyva@dmh.lacounty.gov

B. Direct all Agreement inquiries to:

	California Department of Aging	County of Los Angeles Department of Mental Health
Section:	Office of the Long-Term Care Patient Representative (OLT CPR)	Contracts Development and Administration Division (CDAD)
Attention:	Brisha Howe	Stella Krikorian
Title:	Staff Services Analyst	Division Manager of Contracts
Address:	2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833	510 South Vermont Avenue, 20th Floor Los Angeles, CA 90020
Phone:	(916) 283-7586	(213) 943-9146
Email:	brisha.howe@aging.ca.gov	skrikorian@dmh.lacounty.gov

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

The Contractor shall provide administrative and oversight services for local public patient representatives.

6. CONTRACTOR RESPONSIBILITIES:

A. The Contractor (Service Provider) shall:

- 1) Receive written or electronic requests for public patient representatives pursuant to Health and Safety Code Section 1418.8 and assign accordingly using the California Patient Representative Information System (CAPRIS).
- 2) Recruit local public patient representatives to perform services as outlined in Welfare and Institutions Code Section 9275.
- 3) Ensure public patient representatives can communicate successfully with those long-term care residents who speak diverse languages and come from diverse cultures.
- 4) Conduct training for local public patient representatives. Public patient representatives shall be trained to represent both urban and rural residents of skilled nursing and intermediate care facilities, including residents who are socially disadvantaged, such as people who were formerly homeless or incarcerated.

- 5) Ensure that public patient representatives meet criminal background requirements. CDA will pay all associated costs.
 - 6) Establish and maintain networks and working relationships with stakeholders.
 - 7) Provide additional data not compiled by CAPRIS to the State on an as-needed basis.
- B. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the CDA. Contractor agrees that failure to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the CDA may terminate this Agreement with cause.
- C. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient time and capital to fulfill the obligations contained herein.
- D. Contractor shall keep informed of, observe, comply with, and cause its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.
- E. The CDA may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor fails to comply with a Federal, State or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

7. REPRESENTATIVES RESPONSIBILITIES

- A. Conduct a review to confirm that all criteria are met for an interdisciplinary team to convene for a resident and for the assignment of a patient representative by the program, as required by Health and Safety Code Section 1418.8.
- B. Meet and, if possible, interview the resident, and any known friends and family members prior to an interdisciplinary team meeting.
- C. Review the resident's medical and clinical records.

- D. Review relevant facility policies and procedures.
- E. Participate in the interdisciplinary team review for the proposed intervention, considering the factors required by Health and Safety Code section 1418.8, including the risks and benefits of the proposed intervention and any alternatives, and consider whether the proposed intervention is either consistent with the resident's preferences or a best approximation of preferences, if known, or whether the proposed intervention appears consistent with the best interests of the resident.
- F. Articulate the resident's preferences, if known, or best approximation of preferences.
- G. Identify and report any concerns regarding abuse and neglect of the resident to the Office of the Long-Term Care Ombudsman, the State Department of Public Health, and other appropriate organizations or agencies.
- H. Refer a resident who seeks judicial review pursuant to Health and Safety Code section 1418.8 to appropriate legal services identified by OLT CPR. Local public patient representatives and OLT CPR shall not provide legal representation or advice to residents.
- I. Submit additional data not collected by CAPRIS as outlined in Health and Safety section 1418.8 to CDA., in compliance with Exhibit G and any other security/privacy requirements.
- J. Shall not participate in an interdisciplinary team review of a decision that would "directly and inexorably lead to death" as set forth in Welfare and Institutions Code section 9270 (a).

8. CDA RESPONSIBILITIES

- A. OLT CPR shall:
 - 1) Oversee the statewide provision of public patient representative services and Contractor's participation in interdisciplinary team reviews.
 - 2) Conduct public patient representative training pursuant to California Welfare and Institution Code 9265(a).
 - 3) Conduct regular program monitoring and compliance reviews.

9. AMENDMENTS

- A. The parties reserve the right to amend this Agreement to clarify terms or add languages or other items to accomplish the work, if necessary. This right to amend is in addition to the right to amend for other reasons contained in this

Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.

- B. The CDA reserves the right to amend this Agreement for up to an additional year or to increase funding within this Agreement. Should the Parties amend this Agreement to extend the term, the proposed rates or prices must remain the same. All terms and conditions will remain the same unless changes are mutually agreed upon by the Contractor and the CDA and incorporated in writing into the amendment. All agreement amendments are subject to satisfactory performance and funding availability. Agreement amendments will not take effect and additional work will not begin until the Contractor has received a copy of the final Agreement Amendment that has been signed by the CDA Procurement Contract Officer or designee.

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**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. INVOICING AND PAYMENT

- A. Contractor shall submit all invoices not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, CDA agrees to compensate the Contractor for actual expenditures incurred, in accordance with the rates specified in section 5, Budget Detail.
- C. CDA is not responsible for services performed by the Contractor outside of this agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.
- D. CDA makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this 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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform 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 Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE:

Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

4. BUDGET DETAIL:

- A. At the sole discretion of CDA and for the purposes of accounting, CDA may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.

B. Budget Detail

- 1) The Contractor shall be compensated for expenses only as itemized in the approved Budget except for line-item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- 2) The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 - a) Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 - b) Fringe Benefits.
 - c) Contractual Costs – subcontract cost detail.
 - d) Indirect Costs.
 - e) Rent.
 - f) Supplies.
 - g) Equipment - detailed descriptions and unit costs.
 - h) In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 - i) Other Costs - a detailed list of other operating expenses

5. INSTRUCTIONS TO CONTRACTOR:

The State shall reimburse Office of the Long-Term Care Patient Representative funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

- A. The Contractor shall submit monthly expenditures in an electronic format, utilizing the CDA online Local Finance Reporting System, no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.
- B. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Contractor of any disputed expenditures.

- C. The Contractor shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.
- D. Upon written request by CDA, Contractor shall submit additional documentation or justification to support the reported expenditure.
- E. Contractor shall be charged \$75 per program funding source(s) for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
- F. Expedite Fees
 - 1) If the contract is executed late to no fault of CDA then the contractor may be liable for the incurred processing fees.
 - 2) If the contract is executed late due to CDA's handling, then CDA shall cover the incurred processing fees.
- G. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

6. CLOSEOUT

- A. Separate Financial Closeout Reports for Office of the Long-Term Care Patient Representative and the Program Property Inventory Certification (CDA 9024) shall be submitted when either the total contract allocation has been expended, or 30 days after the expiration of this Agreement, whichever is earlier.
- B. Final expenditures must be reported to CDA in accordance with the Budget Display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.
- C. The payment on the closeout invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. Agreement or Contract: The Standard Agreement (Std. 213), Exhibits A, B, C, and D, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. Allocation: The process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)
3. Cal. Civ. Code: California Civil Code (CIV)
4. Cal. Gov. Code: California Government Code (GC)
5. Cal. Pub. Con. Code: California Public Contract Code (PCC)
6. CCR: California Code of Regulations.
7. CFR: Code of Federal Regulations.
8. Contractor: The entity awarded funds under this Agreement who is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
9. Disallowed Costs: Those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1 and 45 CFR 75.2)
10. HHS: United States Department of Health and Human Services
11. OAA: Older Americans Act
12. OCA: Older Californians Act
13. OMB: Federal Office of Management and Budget
14. Questioned Costs: A cost that is questioned by an auditor because of an audit finding which resulted from a violation or possible violation of statute, regulation,

or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

15. Recoverable cost: The state and federal share of the questioned cost .
16. Reimbursable item: Also known as “allowable cost” and “compensable item.”
17. State and Department: The State of California and the California Department of Aging (CDA) interchangeably.
18. Subcontract: Any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor or Subcontractor would consider to be a contract, including vendor type agreements for providing goods or services under this Agreement.
19. Subcontractor: The legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
20. UEI: Unique Entity ID - a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
21. USC: United States Code.
22. Vendor: An entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the services under this Agreement.

B. Resolution of Language Conflicts

The terms and conditions of federal awards and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.

4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Program Memos and other guidance issued by CDA.
6. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor shall administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), located at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>, which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The 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 USC 12101 et seq.]

5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

- d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
 2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by CDA.
 3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.
- I. Contracts in Excess of \$100,000
- If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:
1. Clean Air Act, as amended. [42 USC 7401]
 2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
 3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
 5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]
- J. Debarment, Suspension, and Other Responsibility Matters
1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
 3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
 4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the Contractor's Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. UEI Number and Related Information

1. The Unique Entity Identifier (UEI) changed from the DUNS Number to the UEI (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to the CDA prior to the execution of this Agreement. Business entities may register for a UEI number at <http://sam.gov/content/duns-uei>.
2. The Contractor must register the UEI number and maintain an “Active” status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify “Active” status the Contractor’s UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor’s data entry for its UEI number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of

the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
 5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
 6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this

Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

- A. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.
- B. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- C. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Agreement, for handling property in accordance with Article VII of this Agreement, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI of this Agreement.
- D. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- E. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- F. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- G. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- H. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds provided in support of the services within this Agreement

were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.

- I. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- J. The Contractor shall prior to the awarding of a subcontract to any for profit entity, submit the following to CDA for review and approval:
 - i. A completed CDA 2000 (Conflict of Interest Disclosure Form) that discloses whether a potential or actual conflict of interest exists.
- K. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid invoices, documents, bids and other information used in vendor selection for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- L. Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.
- M. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- N. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- O. The Contractor shall refer to 2 CFR 200.331, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- P. The Contractor shall utilize procurement procedures as follows:
 - 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including

application forms, for conducting an open and competitive process, and any protests resulting from the process.

2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the “Financial Closeout Report” (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit of the July 1, 2024 through June 30, 2025 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA’s Audit and Risk Management Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements,

cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.

- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in the operation of this Agreement.
1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this Agreement, which meets any of the following criteria is subject to the reporting requirements:
1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- D. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this

Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. CDA-issued tag number.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation, and
6. Fund source

E. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248) to property@aging.ca.gov. CDA will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from CDA and the Contractor has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. Contractor will be liable for repayment of purchase price of equipment if Contractor disposes of equipment without prior approval from CDA.
 2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- F. Any loss, damage, or theft of equipment shall be investigated and fully documented. The Contractor shall promptly notify CDA and shall provide copies of investigative documentation and police reports as requested by CDA.
- G. The State reserves title to all State-purchased or financed property not fully consumed

in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

- H. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- I. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- J. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- K. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. For another CDA program providing the same or similar service.
 - 2. For another CDA-funded program.
- L. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- M. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- N. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- O. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the

Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

Welfare and Institution Code (WIC) (Division 8.5. Mello-Granlund Older Californians Act [9000 – 9757.5] Chapter 2. California Department of Aging [9100 – 9118.5] Article 1. General Provisions [9100 – 9114] Section 9102(a)) states that the State Unit on Aging shall administer all programs under the Older Americans Act of 1965, as amended, and this division, including providing ongoing oversight, monitoring, and service quality evaluation to ensure that service providers are meeting standards of service performance established by the department.

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.
- E. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year. [20 CFR 641.430(e)-(f)] [2 CFR 200.327] [2 CFR 200.328]

ARTICLE X. AUDIT REQUIREMENTS

- A. General
 - 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected

by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. The Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)

- e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)
- C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)
- 1. Contractor Single Audit Reporting Requirements
 - a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

California Department of Aging
Attention: Audits and Risk Management Branch
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833
 - b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
 - c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
 - d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
 - 2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
 - 3. Contract Resolution of Contractor's Subcontractors
- The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of

contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements
5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.

- f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.

[2 CFR 200.302 and 45 CFR 75.302]
 - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
- a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200.512 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
 - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.

9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.
[2 CFR 200.425]

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.

2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
 - G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
 - H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
 - I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Agreement is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension.
11. The Contractor's organizational structure has materially changed.

12. CDA determines that the Contractor may be considered a “high risk” agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor’s Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Agreement.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given

in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved by both parties. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. Any provision of this Agreement which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding upon the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- C. Failure by the Contractor to take necessary actions required by such amendments to this Agreement shall constitute a material violation.
- D. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting a Std. 204 form to finance@aging.ca.gov.
- C. Any notice given to CDA for a Contractor's change of staff contact information shall be completed by submitting an email to BMBSubvention@aging.ca.gov.
- D. All other notices with the exception of those identified in Section B and C of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- E. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.

ARTICLE XVIII. INFORMATION CONFIDENTIALITY AND SECURITY

- A. This Information Confidentiality and Security Requirements section sets forth the information privacy and security requirements the Contractor is obligated to follow with respect to all personal, confidential, and sensitive information (as defined herein) disclosed to the Contractor, or collected, created, maintained, stored, transmitted, or used by the Contractor on behalf of the CDA pursuant to Contractor's Agreement with CDA. (Such personal, confidential, and sensitive information is referred to here as CDA PSCI.) CDA and the Contractor desire to protect their privacy and provide for the security of CDA PSCI in compliance with this section and state and federal laws applicable to CDA PSCI.
- B. The terms of this section shall apply to all contracts, subcontracts, and subawards made by the Contractor for services provided. The Contractor shall require its agents, subcontractors, or independent consultants (collectively, agents) to conform to this section regarding CDA PSCI.

C. Definitions

1. **Breach:**
 - a. the unauthorized acquisition, access, use, or disclosure of CDA PSCI in a manner in which comprises the security, confidentiality, or integrity of the information; or
 - b. the same definition of “breach of the security system” set forth in California Civil Code section 1798.29, subdivision (f); or
 - c. the same as the definition of “breach” set forth in the Health Insurance Portability and Accountability Act Privacy Rule, 45 Code of Federal Regulations 164.402.
2. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 Et seq.).
3. **Disclosure:** the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
4. **PSCI:** “personal information”, “sensitive information”, and “confidential information” (as these terms are defined herein).
5. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is CDA’s policy to consider all information about individuals private unless such information is determined to be a public record. Personal Information also includes the following:
 - a. **Notice-Triggering Personal Information:** Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying information assigned to the individual, such as finger or voice print or a photograph. See California Civil Code section 1798.29.
 - b. **Protected Health Information (PHI):** The term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal

Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

6. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 7920.000 Et seq.).
7. **Security Incident:**
 - a. A breach or attempted breach; or
 - b. The attempted or successful unauthorized access, disclosure, modification, or destruction of CDA PSCI, in violation of any state or federal law or in a manner not permitted under this section; or
 - c. the attempted or successful modification or destruction of, or interference with, the Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDA PSCI; or
 - d. 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.
8. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

D. Disclosure Restrictions

The Contractor shall protect CDA PSCI from unauthorized disclosure. The Contractor shall not disclose, except as otherwise specifically permitted by this section, any CDA PSCI to anyone other than CDA personnel or programs without prior written authorization from the CDA.

1. The Contractor and CDA mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from CDA containing PHI shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this Agreement, HIPAA.). The Contractor agrees to provide the same, or greater, level of protection to CDA data that would be required if the Contractor were a Business Associate under HIPAA, regardless of whether the Contractor is or is not a Business Associate.
2. To the extent that other state and/or federal laws provide additional, stricter, and/or more protective (collectively, more protective) privacy and/or security protections to CDA PSCI covered under this section beyond those provided through HIPAA, Contractor agrees:
 - a. To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
 - b. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate.
 - c. Examples of laws that provide additional and/or stricter privacy protections to certain types of CDA PSCI, as defined in this section, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
 - d. If the Contractor is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, the Contractor agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) of that section.

E. Use Restrictions

The Contractor shall not use any CDA PSCI for any purpose other than performing the Contractor's obligations under this Agreement.

F. Safeguards and Security

The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of CDA PSCI including electronic CDA PSCI that it creates, receives, maintains, uses, or

transmits on behalf of CDA. 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. The Contractor's administrative, technical, and physical safeguards shall include, at a minimum:

1. Technical Security Controls:

The Contractor shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.

2. Removable Media Devices

All electronic files that contain CDA PSCI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). PSCI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

3. Patch Management:

The Contractor shall apply security patches and upgrades and keep virus software up to date on all systems which PHI and other confidential information may be used.

4. Confidentiality Statement:

All people that will be working with CDA PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by all people prior to accessing CDA PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDA inspection for a period of six (6) years following Agreement termination.

5. Transmission and Storage of PSCI:

All persons that will be working with CDA PSCI shall employ with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk

assessment and equivalent alternative measures are in place and documented as such.

6. Minimum Necessary:

Only the minimum necessary amount of CDA PSCI required to perform necessary business functions applicable to the terms of this Agreement may be used, disclosed, copied, downloaded, or exported.

7. Antivirus Software:

All workstations, laptops and other systems that process and/or store CDA PSCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

8. Data Security:

CDA PSCI will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

G. Employee Training

All persons who assist in the performance of functions or activities on behalf of CDA, or access or disclose CDA PSCI, must complete information privacy and security training, at least annually, at the Contractor's expense. Each person who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following Agreement termination.

H. Employee Discipline

Appropriate sanctions must be applied against persons who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

I. Background Check

1. Before a person may access CDA PSCI, a thorough background check of that person must be conducted, with evaluation of the results to assure that there is no indication that the person may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor

shall retain each person's background check documentation for a period of three (3) years following Agreement termination.

a. Mailing:

Mailings of CDA PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of CDA PSCI 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 CDA to use another method is obtained.

b. Security Officer:

The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with CDA.

c. Mitigation of Harmful Effects:

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of use or disclosure of PSCI and other confidential information in violation of the requirements of this section.

d. Access to, and Accounting For, Disclosure of PSCI

The Contractor shall document and make available to CDA or (at the direction of CDA) to an Individual such disclosures of CDA PSCI 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 45 CFR section 164.524 or any applicable state or federal law.

J. Access to Practices, Books, and Records

The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PSCI on behalf of CDA available to CDA upon reasonable request.

K. Special Provision for SSA Data

If the Contractor receives data from or on behalf of CDA that was verified by or provided by the Social Security Administration (SSA Data) and is subject to an agreement between CDA and SSA, the Contractor shall provide, upon request by CDA, a list of all

employees and agents who have access to such data, including employees and agents of its agents, to CDA.

L. Breaches and Security Incidents

The Contractor shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

1. Notice to CDA:

The Contractor shall notify CDA immediately by email or telephone of the discovery of:

- a. Unsecured CDA PSCI if the CDA PSCI is reasonably believed to have been accessed or acquired by an unauthorized person.
- b. Any suspected security incident which risks unauthorized access to CDA PSCI and/or other confidential information.
- c. Any intrusion or unauthorized access, use, or disclosure of CDA PSCI in violation of this Agreement; or
- d. Potential loss of confidential data affecting this Agreement.
- e. Notice via email shall be made using the current CDA 1025 “Information Security Incident Report” forms and shall include all information known at the time the incident is reported. The forms are available online at: https://aging.ca.gov/Information_security/
- f. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of CDA PSCI, the Contractor shall take:
 - i. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and
 - ii. Any action pertaining to such unauthorized disclosure is required by applicable Federal and State laws and regulations.

2. Investigation of Security Incident or Breach

The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of CDA PSCI.

3. Complete Report

The Contractor shall provide a complete report of the investigation to CDA within (10) working days of the discovery of the breach or unauthorized use or disclosure. The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use or disclosure. If CDA requests information in addition to this report, the Contractor shall make reasonable efforts to provide CDA with such information. CDA will review and approve or disapprove the Contractor's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and the Contractor's corrective action plan.

- a. If the Contractor does not submit a complete report within the ten (10) working day timeframe, the Contractor shall request approval from CDA within the ten (10) working days timeframe of a new submission timeframe for the complete report.

4. Notification of Individuals

If the cause of a breach is attributable to the Contractor or its agents, the Contractor shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. CDA shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

5. Responsibility for Reporting Breaches to Entities other than CDA

If the cause of a breach of CDA PSCI is attributable to the Contractor or its subcontractors, the Contractor is responsible for all required reporting of the breach as required by applicable federal and state law.

6. Submission of Sample Notification to Attorney General:

If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether the Contractor is considered only a custodian and/or non-owner of the CDA PSCI, the Contractor shall, at its sole expense and at the sole election of CDA, either:

- a. 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). The Contractor shall inform the CDA Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or

- b. Cooperate with and assist CDA in its submission of a sample copy of the notification to the Attorney General.

M. Contact Information

To direct communications to the above referenced CDA staff, the Contractor shall initiate contact as indicated herein. CDA reserves the right to make changes to the contact information below by giving written notice to the Contractor.

CDA Privacy Officer	CDA Information Security Officer
Office of Legal Services 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Attn: Chief Counsel Email: privacy@aging.ca.gov Telephone: (916) 419-7500	Information Security Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Attn: Information Security Officer Email: iso@aging.ca.gov Telephone: (916) 419-7500

N. Responsibility of CDA

CDA agrees to not request the Contractor use or disclose PSCI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part,

and to authorize others to do so, provided written credit is given to the author.

4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of work outlined within this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under the performance of the services outlined in this Agreement. The term does not include financial reports, cost analyses and similar information incidental to program administration, or the exchange of that information between contractors to facilitate uniformity of program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

C. Advertising and Public Relations

1. All press releases or any program advertisement utilizing the CDA logo must be approved by the CDA Office of Communications prior to dissemination. Approval is also required for all use of CDA logo or mention of CDA in materials. The Contractor should email the draft press release to communications@aging.ca.gov at least fourteen (14) days in advance of the announcement or event and copy the appropriate CDA Program team.

2. The Contractor must coordinate media and kick-off events with the CDA Office of Communications.
3. If CDA funds are used for outreach, including paid and earned advertising, all materials must receive preapproval from the CDA Office of Communications before publication or production. Any mention of the CDA name or organization in press or outreach materials requires prior approval. The appropriate CDA program manager will coordinate this process. Materials should be submitted to the appropriate CDA program manager for the CDA Office of Communications for review. They will be assessed in batches on the first and fifteenth of each month, with a minimum ten (10) business day approval period.

D. Copyrights/Trademarks

The CDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

1. The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
2. Any rights of copyright/trademark to which a contractor or subcontractor purchases ownership with grant funds.

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	11/13/2024		
BOARD MEETING DATE	12/3/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Olive View-UCLA Medical Center Computed Tomography Scan Room Remodeling and Single-Photon Emission Computed Tomography Scanner Room Refurbishment Projects		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why: N/A		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost:	\$3,013,000	Funding source:
		and	Capital Project Nos. 87607 and 87588
		\$2,708,000	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Approve the revised project budgets and related appropriation adjustments.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On April 4, 2023, the Board established and approved the Olive View-UCLA Medical Center Computed Tomography Scan Room Remodeling and Single-Photon Emission Scanner Room Refurbishment Projects, with budgets of \$2,394,000 and \$2,027,000 respectively; and approved construction delivery through the use of Board-approved Job Order Contracts.</p> <p>The increases to the respective project budgets reflect the unforeseen conditions encountered during construction and expanded scope of work to complete the projects.</p>		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The project supports Board Priority No. 7, Sustainability, by investing in County buildings to update and provide efficient County workforce environments, which will lead to improved productivity.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

December 3, 2024

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
COMPUTED TOMOGRAPHY SCAN ROOM REMODELING AND
SINGLE-PHOTON EMISSION COMPUTED TOMOGRAPHY SCANNER ROOM
REFURBISHMENT PROJECTS
APPROVE REVISED PROJECT BUDGETS
APPROVE APPROPRIATION ADJUSTMENTS
CAPITAL PROJECT NOS. 87607 AND 87588
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to revise the project budgets and related appropriation adjustments for the Olive View-UCLA Medical Center Computed Tomography Scan Room Remodeling and Single-Photon Emission Computed Tomography Scanner Room Refurbishment Projects to cover the cost of additional work due to unforeseen conditions and limited additional scope of work items.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the previously approved Olive View-UCLA Medical Center Computed Tomography Scan Room Remodeling and Single-Photon Emission Computed Tomography Scanner Room Refurbishment Projects are within the scope of the

Board's previous findings of exemption and that the additional scope is similarly exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the projects.

2. Approve the revised project budget of \$3,013,000, an increase of \$619,000 from the previously Board-approved amount of \$2,394,000 for the Olive View-UCLA Medical Center Computed Tomography Scan Room Remodeling Project, Capital Project No. 87607.
3. Approve the revised project budget of \$2,708,000, an increase of \$681,000 from the previously Board-approved amount of \$2,027,000 for the Single-Photon Emission Computed Tomography Scanner Room Refurbishment Project, Capital Project No. 87588.
4. Approve the Fiscal Year 2024-25 appropriation adjustment with a combined total of \$1,300,000 from the Department of Health Services' Various Refurbishment Project, Capital Project No. 86937, where the Department of Health Services annual revolving fund for the Radiology Program is budgeted, to allocate \$619,000 to fund the estimated Fiscal Year 2024-25 expenditures for the Olive View-UCLA Medical Center Computed Tomography Scan Room Remodeling Project, Capital Project No. 87607, and \$681,000 to fund the Single-Photon Emission Computed Tomography Scanner Room Refurbishment Project, Capital Project No. 87588.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the previously approved Olive View-UCLA Medical Center (OV-UCLA MC) Computed Tomography (CT) Scan Room Remodeling and Single-Photon Emission Computed Tomography (SPECT) Scanner Room Refurbishment Projects are within the scope of the previous exemption finding by the Board and that the additional scope is similarly exempt from the California Environmental Quality Act (CEQA); and approve the revised total project budgets and related appropriation adjustment.

Background

On April 4, 2023, the Board established and approved the OV-UCLA MC CT Scan Room Remodeling and SPECT Scanner Room Refurbishment Projects, with budgets of \$2,394,000 and \$2,027,000, respectively; found the projects to be exempt from CEQA;

and authorized delivery of the projects using a Board approved Job Order Contracts (JOCs).

Olive View-UCLA Medical Center Computer Tomography Scan Room Remodeling Project

The OV-UCLA MC CT Scan Room Remodeling Project will replace two existing CT scanners and renovate the program space along with a shared control room to ensure compliance with accessibility standards and California Department of Health Care Access and Information (HCAI) requirements. To minimize disruption to hospital operations and patient care, the project will be constructed in two phases. Phase I construction has been completed, and Phase II commenced on August 19, 2024. The project is anticipated to be completed January 2025.

As a result of inaccurate as-built drawings, several existing unforeseen conditions were discovered during demolition, including insufficient fireproofing, noncompliant electrical conditions, and other discrepancies in overall as-built dimensions and equipment components. To structurally reinforce the floor for the equipment installation, the contractor will need access beneath the project site, which will entail enhanced infection control measures, additional scaffolding, and ceiling reconstruction. The installation of the new CT scanners has required more extensive labor and support from the contractors than originally anticipated. As a result of insufficient space in the existing utility floor trenches, electrical and piping had to be rerouted underneath the floor, requiring after-hours coring, additional abatement, and enhanced infection control measures. Due to the size of the equipment, the existing door and frame to the suite had to be removed and reinstalled.

Additional scope was added to replace existing Category 5 cables with Category 6 cables because the existing Category 5 cables could not support the upgraded equipment's image transmission requirements.

A project budget increase of \$619,000, from \$2,394,000 to \$3,013,000, for the OV-UCLA MC CT Scan Room Remodeling Project is recommended to cover the additional cost associated with the unforeseen conditions and expanded scope.

Olive View-UCLA Medical Center Single-Photon Emission Computed Tomography Scanner Room Refurbishment Project

The SPECT Scanner Room Refurbishment Project will upgrade an existing scan room to accommodate a new SPECT scanner. The original JOC contractor did not perform with sufficient progress and responsiveness to continue work within an operational hospital facility, resulting in noncompliant conditions, and schedule delays. Consequently, the work under the original contractor was cancelled, and a new JOC contractor was engaged to complete the project. The project is currently 15 percent completed with an anticipated completion date of January 2025.

The project is currently in the demolition phase that will allow the new JOC contractor to review site conditions, which were previously inaccessible to the original contractor. Several existing unforeseen conditions have been discovered during demolition, including inaccurate as-built conditions and noncompliant construction assemblies. To structurally reinforce the floor for the equipment installation, the contractor will need access to occupied space beneath the project site, which will entail enhanced infection control measures and after-hours labor. The project scope has been expanded to include the replacement of existing Category 5 low-voltage cables with Category 6 cables because existing Category 5 cables could not support the upgraded equipment's image transmission requirements.

The unforeseen conditions have also required additional modifications to the construction documents, including door relocation and utility alterations. Investigation of the slab rebar positioning revealed the need for adjusting the future equipment placement, resulting in additional design work, and submission for jurisdictional approval.

A project budget increase of \$681,000 from \$2,027,000 to \$2,708,000, for the OV-UCLA MC SPECT Scanner Room Refurbishment Project is recommended to cover the additional costs associated with the unforeseen conditions, revised scope, and design modifications.

Green Building/Sustainable Design Program

The construction of the projects will support the Board's Policy for Green Building/Sustainable Design Program by recycling disposable material and incorporating energy efficient products during construction.

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 in the County of Los Angeles, in particular the North County region.

FISCAL IMPACT/FINANCING

Approval of the recommended actions will increase the previously Board-approved project budgets for the OV-UCLA MC CT Scan Room Remodeling Project, Capital Project No. 87607 from \$2,394,000 to \$3,013,000, and the OV-UCLA MC SPECT Scanner Room Refurbishment Project, Capital Project No. 87588 from to \$2,027,000 to \$2,708,000.

The proposed increases of \$619,00 and \$681,000, respectively, will provide sufficient funding to cover the additional work due to unforeseen conditions encountered during construction. The total projects' budgets include construction, change order contingencies, plans and specifications, permit fees, Civic Art fee, consultant services, inspection services, and County services (Enclosure A).

Board approval of the Fiscal Year 2024-25 appropriation adjustment (Enclosure B) with a combined total of \$1,300,000 from the Department of Health Services' (DHS) Various Refurbishment Project, Capital Project No. 86937, where the DHS annual revolving fund for the Radiology Program is budgeted, will reallocate \$1,300,000 to fund the estimated Fiscal Year 2024-25 expenditures for the two OV-UCLA MC Capital Projects. There is no net County cost impact associated with the recommended actions.

Operating Budget Impact

Following completion of the proposed projects, 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 Arts Policy, amended on August 4, 2020, the project budgets includes one percent of the eligible design and construction costs for the Civic Art Allocation, which has increased from \$12,000 to \$14,500 and from \$10,000 to 14,300, respectively, for the OV-UCLA MC CT Scan Room Remodeling Project and the OV-UCLA MC SPECT Scanner Room Refurbishment Project.

The JOCs are subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

ENVIRONMENTAL DOCUMENTATION

On April 4, 2023, the Board found the OV-UCLA MC CT Scan Room Remodeling and the OV-UCLA MC SPECT Scanner Room Refurbishment Projects to be exempt from CEQA. A Notice of Exemption has been filed for both projects. The proposed actions are within the scope of the previous findings of exemption for the two separate projects. The currently proposed work scope addresses existing conditions within the project's workspace and is not altering the intent of the original approved projects.

The previously approved projects are within certain classes of projects that have been found not to have a significant effect on the environment in that they meet the criteria set forth in Sections 15301 (a), (d) and (f); and 15302 (c) of the CEQA Guidelines and Class 1 (c), (d), and (i) of the County's Environmental Document Reporting Procedures and Guidelines. These exemptions similarly apply to the currently proposed work.

Additionally, as for the previously approved projects, the currently proposed work will continue to comply with all applicable regulations, is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that the projects may cause a

substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

On April 4, 2023, the Board approved use of Job Order Contracting to deliver the projects. The project work, including the additional scope items, will continue to be delivered using JOC.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects. Public Works, in conjunction with DHS, will take the appropriate measures to coordinate the construction to minimize impacts on operations during the repair work.

DRAFT

The Honorable Board of Supervisors
December 3, 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:sl

Enclosures

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

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
COMPUTED TOMOGRAPHY SCAN ROOM REMODELING AND
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CAPITAL PROJECT NOS. 87607 AND 87588
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

COMPUTED TOMOGRAPHY SCAN ROOM REMODELING PROJECT

I. PROJECT SCHEDULE SUMMARY

Project Activity	Previous Scheduled Completion Date	Scheduled Completion Date
Design	12/15/2022*	12/15/2022*
Jurisdictional Approvals	03/01/2023*	03/01/2023*
Construction Start	04/15/2023*	04/15/2023*
Substantial Completion	12/31/2023	01/17/2025
Final Acceptance	02/28/2024	02/14/2025

*Completed Activity

II. PROJECT BUDGET SUMMARY

Project Budget Category	Board Approved Budget	Supplemental Budget	Revised Budget
Job Order Contract Construction	\$1,000,000	\$223,000	\$1,223,000
Job Order Contract Contingency	\$ 210,000	\$ 23,000	\$ 233,000
Other - Gordian Group	\$ 60,000	\$ 5,000	\$ 65,000
Civic Art	\$ 12,000	\$ 2,500	\$ 14,500
Hard Cost Sub-Total	\$1,282,000	\$253,500	\$1,535,500
Plans and Specifications	\$ 223,000	\$ 90,000	\$ 313,000
Consultant Services	\$ 100,000	\$ 65,000	\$ 165,000
Miscellaneous Expenditures	\$ 20,000	\$ 0	\$ 20,000
Jurisdictional Review	\$ 110,000	\$ 30,000	\$ 140,000
County Services	\$ 659,000	\$180,500	\$ 839,500
Soft Cost Sub-Total	\$1,112,000	\$365,500	\$1,477,500
TOTAL PROJECT COST	\$2,394,000	\$619,000	\$3,013,000

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
COMPUTED TOMOGRAPHY SCAN ROOM REMODELING AND
SINGLE-PHOTON EMISSION COMPUTED TOMOGRAPHY SCANNER ROOM
REFURBISHMENT PROJECTS
APPROVE REVISED PROJECT BUDGETS
APPROVE APPROPRIATION ADJUSTMENTS
CAPITAL PROJECT NOS. 87607 AND 87588
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

**SINGLE-PHOTON EMISSION COMPUTED TOMOGRAPHY SCANNER ROOM
REFURBISHMENT PROJECT**

III. PROJECT SCHEDULE SUMMARY

Project Activity	Previous Scheduled Completion Date	Scheduled Completion Date
Design	12/15/2022*	12/15/2022*
Jurisdictional Approvals	03/01/2023*	03/01/2023*
Construction Start	07/01/2023*	07/01/2023*
Substantial Completion	12/31/2023	01/17/2025
Final Acceptance	02/28/2024	02/14/2025

*Completed Activity

IV. PROJECT BUDGET SUMMARY

Project Budget Category	Board Approved Budget	Supplemental Budget	Revised Budget
Job Order Contract Construction	\$ 800,000	\$437,000	\$1,237,000
Job Order Contract Contingency	\$ 168,000	\$ 44,000	\$ 212,000
Other - Gordian Group	\$ 48,000	\$ 10,000	\$ 58,000
Civic Art	\$ 10,000	\$ 4,300	\$ 14,300
Hard Cost Sub-Total	\$1,026,000	\$495,300	\$1,521,300
Plans and Specifications	\$ 180,000	\$ 77,000	\$ 257,000
Consultant Services	\$ 100,000	\$ 60,000	\$ 160,000
Miscellaneous Expenditures	\$ 20,000	\$ 0	\$ 20,000
Jurisdictional Review	\$ 43,000	\$ 20,000	\$ 63,000
County Services	\$ 658,000	\$ 28,700	\$ 686,700
Soft Cost Sub-Total	\$1,001,000	\$185,700	\$1,186,700
TOTAL PROJECT COST	\$2,027,000	\$681,000	\$2,708,000

PINK

BA FORM 10142022

BOARD OF SUPERVISORS
OFFICIAL COPY

September 10, 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

3 - VOTES

SOURCES

USES

VARIOUS HS CAPITAL IMPROVEMENTS

VARIOUS REFURBISHMENTS

A01-CP-6014-64035-86937

CAPITAL ASSETS - B & I

DECREASE APPROPRIATION

1,300,000

OLIVE VIEW-UCLA MEDICAL CENTER

OLIVE VIEW MC COMPUTERIZED TOMOGRAPHY SCAN RM REMODELING

A01-CP-6014-64030-87607

CAPITAL ASSETS - B & I

INCREASE APPROPRIATION

619,000

OLIVE VIEW-UCLA MEDICAL CENTER

OVMC SINGLE-PHOTON EMISSION CT SCANNER ROOM REFURBISHMENT

A01-CP-6014-64030-87588

CAPITAL ASSETS - B & I

INCREASE APPROPRIATION

681,000

SOURCES TOTAL

\$ 1,300,000

USES TOTAL

\$ 1,300,000

JUSTIFICATION

This budget adjustment is necessary to reallocate \$1,300,000 from Health Services Various Refurbishments, Capital Project No. 86937 to Olive View Medical Center Computerized Tomography Scan Room Remodeling Project, Capital Project No. 87607 for \$619,000, and Olive View Medical Center Single-Photon Emission CT Scanner Room Refurbishment Project, Capital Project No. 87588 for \$681,000 to fund 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 _____

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	11/13/2024	
BOARD MEETING DATE	12/3/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Health	
SUBJECT	Provide authorization to accept and implement a grant award and future awards and/or Amendments from the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, to support the Los Angeles County Office of Violence Prevention Healing Centered Community Violence Intervention Initiative.	
PROGRAM	Office of Violence Prevention (OVP)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	Must accept all parts of the Award Offer by executing the required declaration and certification, within 45 days from the award date.	
COST & FUNDING	Total cost: \$2,000,000	Funding source: US Department of Justice (DOJ), Office of Justice Programs, Bureau of Justice Assistance
	TERMS (if applicable): October 1, 2024, through September 30, 2027	
	Explanation: Funds will support expenditures associated with personnel, operating expenses, and contractual costs. There is no net County cost associated with this action.	
PURPOSE OF REQUEST	Authorize to accept and implement a grant award from the DOJ, to support the OVP Healing Centered Community Violence Intervention Initiative.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On April 3, 2024, DOJ opened a competitive solicitation titled: BJA FY24 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative Site-Based for counties and cities to apply for the CVI and Prevention Initiative Site-Based grant opportunity. On June 10, 2024, Public Health submitted a proposal in response to the DOJ competitive solicitation. On September 26, 2024, DOJ issued Award Number 15PBJA-24-GG-03126-CVIP for CVI Initiative.	

EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: 1, Child Protection, by increasing accessibility of mental health and healing services for youth and young adult survivors of violence of ages 14-30.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871 jbobrowsky@ph.lacounty.gov Kelly Fischer, MA, Deputy Director, Office of Violence Prevention (626) 293-2918 / (323) 236-6858 cell, kfischer@ph.lacounty.gov Craig L. Kirkwood, Jr., Deputy County Counsel, (213) 974-1751 CKirkwood@counsel.lacounty.gov



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

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

ANISH P. MAHAJAN, M.D., M.S., M.P.H.
Chief Deputy Director

313 North Figueroa Street, Room 806
Los Angeles, California 90012
TEL (213) 240-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

DRAFT

December 3, 2024

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

Dear Supervisors:

AUTHORIZATION TO ACCEPT AND IMPLEMENT A GRANT AWARD AND FUTURE AWARDS AND/OR AMENDMENTS FROM THE UNITED STATES DEPARTMENT OF JUSTICE FOR THE LOS ANGELES COUNTY OFFICE OF VIOLENCE PREVENTION HEALING CENTERED COMMUNITY VIOLENCE INTERVENTION INITIATIVE

**(1ST AND 2ND SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Provide authorization to accept and implement a grant award and future awards and/or amendments from the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the Los Angeles County Office of Violence Prevention Healing Centered Community Violence Intervention Initiative for the period of October 1, 2024, through September 30, 2027.

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 implement Award Number 15PBJA-24-GG-

03126-CVIP (Attachment A) from the United States Department of Justice (DOJ), Assistance Listing Number 16.045 to support the Los Angeles County (LAC) Office of Violence Prevention (OVP) Healing Centered Community Violence Intervention (CVI) Initiative, in the amount of \$2,000,000, for the period of October 1, 2024, through September 30, 2027, subject to review and approval by County Counsel.

2. Delegate authority to the Director of Public Health, or designee, to accept future awards and/or amendments that are consistent with the requirements of the DOJ award referenced in Recommendation 1 that extend the funding term at amounts to be determined by DOJ; 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.
3. Delegate authority to the Director of Public Health, or designee, to accept future amendments that are consistent with the requirements of the DOJ award referenced above that reflect non-material and/or ministerial revisions to the award's terms and conditions and allow for the rollover of unspent funds and/or redirection of funds, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of Recommendation 1 will allow Public Health to accept and implement Award Number 15PBJA-24-GG-03126-CVIP from DOJ, Office of Justice Programs, Bureau of Justice Assistance to support the implementation of the LAC OVP Healing Centered CVI Initiative, which aims to enhance OVP's Trauma Prevention Initiative (TPI) by increasing accessibility of mental health and healing services for youth and young adult survivors of violence, ages 14-30. The proposed project will advance equity and address mental health stigma across TPI's CVI ecosystem on Hospital Violence Intervention Programs, Trauma Recovery Centers, and Street Outreach services. The CVI Initiative will focus on the TPI communities in the Second District, including Westmont West Athens, Willowbrook, Florence Firestone, and unincorporated Compton, and East Los Angeles in the First District.

The funding will allow Public Health to: a) provide accessible and culturally relevant mental health services for youth and young adult survivors of violence; b) establish self-care and healing services for Hospital Violence Intervention Program, Trauma Recovery Center, and Street Outreach case managers; and c) to empower youth and young adult survivors of violence to build leadership skills and promote peace through a Peace Fellowship program.

Approval of Recommendation 2 will allow Public Health to accept future awards and/or amendments that extend the funding periods at amounts to be determined by DOJ; 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 DOJ awards referenced above that reflect non-material or ministerial revisions to the award's terms and conditions and roll over unspent funds, and/or redirection of funds.

Implementation of Strategic Plan Goals

The recommended actions support North Star 1: Make Investments in County health systems and expand care capacity that supports the physical health, mental health, and well-being of individuals across the life course continuum. This includes addressing the social determinants of health that impact resident's well-being.

FISCAL IMPACT/FINANCING

Public Health will accept award number 15PBJA-24-GG-03126-CVIP from DOJ in the amount of \$2,000,000 for the period of October 1, 2024, through September 30, 2027. Funds will support expenditures associated with personnel, operating expenses, and contractual costs.

There is no net County cost associated with this action.

Funding will be included in Public Health's Final Adopted Budget for fiscal year (FY) 2024-2025, and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 3, 2024, DOJ opened a competitive solicitation titled: BJA FY24 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative Site-Based for counties and cities to apply for the CVI and Prevention Initiative Site-Based grant opportunity.

On June 10, 2024, Public Health submitted a proposal in response to the DOJ competitive solicitation.

On September 26, 2024, DOJ issued Award Number 15PBJA-24-GG-03126-CVIP for CVI Initiative.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to accept funds from DOJ and enhance TPI to provide healing services for youth and young adult survivors of violence, and frontline workers including community intervention workers and case managers.

The Honorable Board of Supervisors

December 3, 2024

Page 4

Respectfully submitted,

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

BF:sp
#07916

Enclosure

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



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:		COUNTY OF LOS ANGELES 5555 FERGUSON DR STE 100-50	
City, State and Zip:		COMMERCE, CA 90022	
Recipient UEI:		DN3NGS58SMT9	
Project Title: LA County Office of Violence Prevention Healing Centered CVI Initiative		Award Number: 15PBJA-24-GG-03126-CVIP	
Solicitation Title: BJA FY24 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative Site-Based			
Federal Award Amount: \$2,000,000.00		Federal Award Date: 9/26/24	
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance	
Funding Instrument Type:		Grant	
Opportunity Category: D			
Assistance Listing: 16.045 - Community-Based Violence Intervention and Prevention Initiative			
Project Period Start Date: 10/1/24		Project Period End Date: 9/30/27	
Budget Period Start Date: 10/1/24		Budget Period End Date: 9/30/27	
Project Description:			
<p>Project Description: The Los Angeles County (LAC), CA, Healing Centered Community Violence Intervention (CVI) initiative will enhance an existing CVI initiative, the Trauma Prevention Initiative (TPI), by increasing accessibility of mental health and healing services for youth and young adult survivors of violence, ages 14-30. The proposed project will advance equity and address mental health stigma across TPI's CVI ecosystem – Hospital Violence Intervention Programs, Trauma Recovery Centers, and Street Outreach – by allocating most of the funding to contract with community-based organizations with expertise in non-traditional healing for Black and Latino communities. The LAC Office of Violence Prevention (OVP) advances a public-health approach to multiple forms of violence that is survivor-centered and advances systems change. LAC OVP is uniquely positioned in a county public health department to bring a systemic and holistic approach to addressing violence as a public health issue. As a county entity, OVP supports unincorporated communities impacted by violence, that lack the infrastructure of cities, aligns services under the purview of counties, such as mental health and health services, and facilitates a regional approach with other cities implementing CVI strategies.</p> <p>The proposed project, led by LAC OVP, will prioritize five TPI unincorporated communities in historically marginalized areas with the highest rates of violence in LAC: four South LA communities, and East LA. In 2022, these five communities had more than double the homicide rates of LAC, and more than triple the national rates. The project will also address an often-overlooked component of CVI's long-term viability: culturally relevant healing services for frontline workers, including peacemakers and case managers. Finally, a Youth Peace Fellowship program will be developed, engaging 10 youth/young adult survivors annually to participate in trainings provided by project partners (such as health justice, Stop the Bleed, arts programs, community violence intervention, and trauma informed practice), and implement a mini-grant funded peace project of their design. By promoting healing for both survivors and providers, the proposed project will address the traumatic sequelae of violence and promote a culture of healing across systems and communities.</p>			

Award Letter

September 26, 2024

Dear Kelly Fischer,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF LOS ANGELES for an award under the funding opportunity entitled 2024 BJA FY24 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative Site-Based. The approved award amount is \$2,000,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

The Los Angeles County (LAC), CA, Healing Centered Community Violence Intervention (CVI) initiative will enhance an existing CVI initiative, the Trauma Prevention Initiative (TPI), by increasing accessibility of mental health and healing services for youth and young adult survivors of violence, ages 14-30. The proposed project will advance equity and address mental health stigma across TPI's CVI ecosystem – Hospital Violence Intervention Programs, Trauma Recovery Centers, and Street Outreach – by allocating most of the funding to contract with community-based organizations with expertise in non-traditional healing for Black and Latino communities. The LAC Office of Violence Prevention (OVP) advances a public-health approach to multiple forms of violence that is survivor-centered and advances systems change. LAC OVP is uniquely positioned in a county public health department to bring a systemic and holistic approach to addressing violence as a public health issue. As a county entity, OVP supports unincorporated communities impacted by violence, that lack the infrastructure of cities, aligns services under the purview of counties, such as mental health and health services, and facilitates a regional approach with other cities implementing CVI strategies.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third-party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or the Environmental Coordinator for OVC.

NEPA Coordinator

First Name

Middle Name

Last Name

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information**Recipient Name**

COUNTY OF LOS ANGELES

UEI

DN3NGS58SMT9

Street 1

5555 FERGUSON DR STE 100-50

Street 2**City**

COMMERCE

State/U.S. Territory

California

Zip/Postal Code

90022

Country

United States

County/Parish**Province****Award Details****Federal Award Date**

9/26/24

Award Type

Initial

Award Number

15PBJA-24-GG-03126-CVIP

Supplement Number

00

Federal Award Amount

\$2,000,000.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
----------------------------------	--

16.045	Community-Based Violence Intervention and Prevention Initiative
--------	---

Statutory Authority

Bipartisan Safer Communities Supplemental Appropriations Act, 2022 (Pub. L. No. 117-159, 136 Stat. 1313, 1339); 28 U.S.C. 530C

Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 148-49)

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY24 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative Site-Based

Awarding Agency

OJP

Program Office

OVC

Application Number

GRANT14159915

Grant Manager Name

Sharron Fletcher

Phone Number

[202-307-1493](tel:202-307-1493)

E-mail Address

Sharron.Fletcher@usdoj.gov

Project Title

LA County Office of Violence Prevention Healing Centered CVI Initiative

Performance Period Start

Date

10/01/2024

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2027

Project Description

Project Description: The Los Angeles County (LAC), CA, Healing Centered Community Violence Intervention (CVI) initiative will enhance an existing CVI initiative, the Trauma Prevention Initiative (TPI), by increasing accessibility of mental health and healing services for youth and young adult survivors of violence, ages 14-30. The proposed project will advance equity and address mental health stigma across TPI's CVI ecosystem – Hospital Violence Intervention Programs, Trauma Recovery Centers, and Street Outreach – by allocating most of the funding to contract with community-based organizations with expertise in non-traditional healing for Black and Latino communities. The LAC Office of Violence Prevention (OVP) advances a public-health approach to multiple forms of violence that is survivor-centered and advances systems change. LAC OVP is uniquely positioned in a county public health department to bring a systemic and holistic approach to addressing violence as a public health issue. As a county entity, OVP supports unincorporated communities impacted by violence, that lack the infrastructure of cities, aligns services under the purview of counties, such as mental health and health services, and facilitates a regional approach with other cities implementing CVI strategies.

The proposed project, led by LAC OVP, will prioritize five TPI unincorporated communities in historically marginalized areas with the highest rates of violence in LAC: four South LA communities, and East LA. In 2022, these five communities had more than double the homicide rates of LAC, and more than triple the national rates. The project will also address an often-overlooked component of CVI's long-term viability: culturally relevant healing services for frontline workers, including peacemakers and case managers. Finally, a Youth Peace Fellowship program will be developed, engaging 10 youth/young adult survivors annually to participate in trainings provided by project partners

(such as health justice, Stop the Bleed, arts programs, community violence intervention, and trauma informed practice), and implement a mini-grant funded peace project of their design. By promoting healing for both survivors and providers, the proposed project will address the traumatic sequelae of violence and promote a culture of healing across systems and communities.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ

Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB

Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

33

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

35

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

36

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more

and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

37

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

38

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

39

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

40

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

41

Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

42

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain

circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

43

Recipient understands and agrees to report on the use and status of real property acquired, constructed, or improved under this award, throughout the useful life of the property or until the federal interest in the property ceases, whichever is shorter. Recipient further agrees to provide the required use and status reports on federal Standard Form 429 and accompanying addenda, as directed by OJP, in conformance with 2 C.F.R. 200.330. Recipient must submit its initial report not later than 90 days after completion of the project or of grant close-out, whichever is earlier, and submit status reports annually, as directed. Additional information about this requirement may be found online at <https://bja.ojp.gov/funding/real-property>.

44

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

45

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

46

The Project Director and/or any other key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved by OJP, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in program personnel, other than key personnel, require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

47

The grantee agrees to comply with the requirements set forth in the current edition of the OVC Publishing Guidelines Handbook at <http://www.ojp.usdoj.gov/ovc/publications/infores/pubguidelines/welcome.html>.

48

Any Web site or mobile application that is funded in whole or in part under this award must include the following statement where most practicable: "This Web site [or application] is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site [or application] (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible. The statement may also be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

49

The recipient will coordinate its efforts with other similar OVC-funded programs within the relevant jurisdiction in order to enhance the project and avoid duplication of efforts.

50

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

51

The recipient must submit a final report summarizing the activities of the CVIPI program, including successes and lessons learned, as well as future plans for the program. If the program includes a research partner as part of the working group, it is expected their programmatic process and/or outcome findings be integrated into the final report. The final report must be submitted in JustGrants no later than 120 days after the project end date.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Acting Assistant Attorney General

Name of Approving Official
Brent J. Cohen

Signed Date And Time
9/24/24 5:54 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official

Violence Prevention Program Manager

Signed Date And Time

—

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	11/13/2024	
BOARD MEETING DATE	12/3/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Public Health	
SUBJECT	Approval to Execute a new Sole Source Contract with the Child Care Alliance of Los Angeles for the Workforce Pathways Los Angeles Program, effective upon date of execution through June 30, 2027	
PROGRAM	Workforce Pathways Los Angeles Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: Public Health accepted funding from the California Department of Social Services Grant Award Number FGRT-24-GAN-CDD-WFP-017 A1, for the Workforce Pathways Los Angeles (WPLA) Program. This sole source contract with CCALA, is required for OAECE to comply with required partnerships as listed in state programmatic guidelines. In 2020, QCC-WP was established by the CDSS to support increased learning and healthy development of California’s children by increasing the educational credentials, knowledge, and skills of existing early learning professionals across the state. QCC-WP is a part of every County’s early care and education quality improvement consortium. According to the grant guidelines, each County must partner with the childcare Resource and Referral agencies, Alternative Payment agencies, California ECE Workforce Registry, and institutions of higher education. CCALA serves as the anchor association of childcare Resource and Referral/Alternative Payment agencies, the administrator of the California ECE Workforce Registry, and the fiscal agent the LA County collaborative of institutions of higher education, also known as Partnerships in Education, Articulation, and Coordination in Higher Education (PEACH). CCALA, the California ECE Workforce Registry, and PEACH, are signatories of the Applicant Signature and Partnership Declaration for the Quality Counts California (QCC) Workforce Pathways and Quality Improvement Grant 2024-2027.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$936,000	Funding source: California Department of Social Services
	TERMS (if applicable):	
	Explanation:	

PURPOSE OF REQUEST	To execute a new sole source contract with CCALA for Workforce Pathways LA program as required by CDSS grant.
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>In 2000, Assembly Bill (AB) 212 authorized funds available through the General Fund to support childcare development staff retention activities conducted by the Local Planning Councils throughout California via The California Department of Education.</p> <p>In 2020, AB 212 funding transitioned into the QCC-WP Grant to create greater alignment with the QCC system and expand the reach of these funds beyond state-funded contracted programs to ensure more equitable access to these supports by providers in every setting. Initially, approximately \$12.2 million in Child Care and Development Fund (CCDF) funding was available annually through the QCC Workforce Pathways Grant. Administration of the QCC Workforce Pathways Grant transitioned to CDSS in FY 2021-22.</p> <p>The focus of WPLA program is to strengthen partnerships and lead a community-level engagement process to improve and enhance early care and education quality and professional development in Los Angeles County.</p> <p>As required under Board Policy 5.100, Public Health notified your Board on October 30, 2024, of its intent to negotiate a sole source contract with CCALA.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The Workforce Pathways program can advance equity and quality for California's children by ensuring the early learning and care workforce has access to learning opportunities; support for pursuing them; compensation that aligns to qualifications; and authentic, unbiased, and straightforward pathways to career advancement— regardless of race, gender, age, culture, primary language, geographic location, or the setting in which one works. Workforce Pathways LA Stipend Program support equity for the ECE workforce by supporting ELC professionals across all settings.
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: Poverty Alleviation: Supporting the early care and education workforce is part of the Poverty Alleviation Initiative Strategic Plan. This strategy reduces poverty not only for LA County families but also early educators caring for young children,
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Debra Colman, Director, OACEC, (323) 346-8830, dcolman@ph.lacounty.gov Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871 jbobrowsky@ph.lacounty.gov Craig L. Kirkwood, Jr., Deputy County Counsel, (213) 680-2165 CKirkwood@counsel.lacounty.gov



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

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

ANISH P. MAHAJAN, M.D., M.S., M.P.H.
Chief Deputy Director

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

www.publichealth.lacounty.gov

DRAFT

BOARD OF SUPERVISORS

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

December 3, 2024

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

Dear Supervisors:

**APPROVAL TO EXECUTE A NEW SOLE SOURCE CONTRACT WITH THE
CHILD CARE ALLIANCE OF LOS ANGELES FOR THE WORKFORCE
PATHWAYS LOS ANGELES PROGRAM
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute a new sole source contract with the Child Care Alliance of Los Angeles for the Workforce Pathways Los Angeles Program, effective upon date of execution through June 30, 2027.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute a new sole source contract, substantially similar to Exhibit I, with the Child Care Alliance of Los Angeles (CCALA) for the Workforce Pathways Los Angeles (WPLA) Program, effective upon date of execution through June 30, 2027, at a total maximum obligation not to exceed \$936,000, consisting of \$312,000 for the period of execution through June 30, 2025, \$312,000 for the period of July 1, 2025, through July 1, 2026, and \$312,000 for the period of July 1, 2026, through June 30,

2027; 100 percent funded by the California Department of Social Services (CDSS), Catalog Federal Domestic Assistance Number 93.575.

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contract that: a) extend the term for up to two additional one-year periods through June 30, 2029, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and contractor performance; b) allow for a no-cost adjustment to the term through December 31, 2029, c) allow the rollover of unspent contract funds, if allowable by the grantor; and d) allow for reallocation of funds between budgets; e) provide an increase or decrease in funding up to 10 percent above or below the annual base maximum obligation and make corresponding service adjustment, effective upon amendment execution, or at the beginning of the applicable funding period, f) update the scope of work, as necessary; and g) correct errors in the contract's terms and conditions, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contract that authorize modifications to the budget, as well as any modifications to the scope of work that are within the same scope of services, as necessary; and/or changes to hours of operation and/or service locations.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend the contract upon issuing a written notice to the contractor who fails to perform and/or fully comply with contractual requirements; further, delegate authority to terminate the contract for convenience after providing a 30-calendar day advance written notice to the contractor.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of Recommendation 1 will allow Public Health to execute a new sole source contract with CCALA to provide WPLA program services for Los Angeles County residents thereby supporting increased learning and healthy development of California's children (ages birth to 13 years old) by increasing the number of qualified Early Learning and Care (ELC) professionals, and increasing the educational credentials, knowledge, and skills of existing ELC professionals across the County.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contract to extend and/or adjust the term; rollover unspent funds; reallocate funds between budgets; increase or decrease funding up to 10 percent above or below the annual base maximum obligation and make corresponding service adjustments; and/or correct errors in the contract's terms and conditions, as necessary. This authority is being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Approval of Recommendation 3 will allow Public Health to execute change notices to the contract that authorize modifications to the budget categories, and any corresponding modifications to the scope of work, that are within the same scope of services, as necessary, and changes to hours of operation and/or service locations.

Approval of Recommendation 4 will allow Public Health to immediately suspend or terminate a contract with any contractor who fails to perform and/or to fully comply with contractual requirements, and to terminate any contract for convenience by providing a 30-calendar day advance written notice to the Contractor.

Implementation of Strategic Plan Goals

The recommended actions support North Star 1: Make Investments that transform lives Focus Area Goal B, Employment and Sustainable Wages of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The maximum obligation for this contract is \$312,000 annually for a total maximum obligation of \$936,000, from date of execution through June 30, 2027, 100 percent funded by CDSS for WPLA.

There is no net County cost associated with this action.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This sole source contract with CCALA is required for OAECE to comply with required partnerships as listed in state programmatic guidelines. In 2020, QCC Workforce Pathways (QCC-WP) was established by the CDSS to support increased learning and healthy development of California's children by increasing the educational credentials, knowledge, and skills of existing early learning professionals across the state. QCC-WP is a part of every County's early care and education quality improvement consortium. According to the grant guidelines, each County must partner with the childcare Resource and Referral agencies, Alternative Payment agencies, California Early Care and Education (ECE) Workforce Registry, and institutions of higher education. CCALA serves as the anchor association of childcare Resource and Referral/Alternative Payment agencies, the administrator of the California ECE Workforce Registry, and the fiscal agent the LA County collaborative of institutions of higher education, also known as Partnerships in Education, Articulation, and Coordination in Higher Education (PEACH). CCALA, the California ECE Workforce Registry, and PEACH, are signatories of the Applicant Signature and Partnership Declaration for the Quality Counts California (QCC) Workforce Pathways and Quality Improvement Grant 2024-2027.

The Honorable Board of Supervisors

December 3, 2024

Page 4

As required under Board Policy 5.100, Public Health notified your Board on Month XX, 2024, of its intent to negotiate a sole source contract with CCALA.

County Counsel has reviewed and approved Exhibit I as to form. Attachment A is the Sole Source Checklist signed by the CEO.

CONTRACTING PROCESS

Public Health is recommending this sole source contract with CCALA as the administrator of the California ECE Workforce Registry and fiscal agent for the PEACH. CCALA plays a role to manage statewide early education programs, making it essential for meeting the requirements of the QCC-WP and Quality Improvement Grant 2024-2027.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to partner with CCALA to implement the WPLA Program and meet the grant requirements.

Respectfully submitted,

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

BF:mz
#07897

Enclosures

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

SOLE SOURCE CHECKLIST

 Department Name: Public Health


New Sole Source Contract



Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

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

Erika Bonilla

Chief Executive Office

10/30/24

Date

Contract No. PH-_____



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

CHILD CARE ALLIANCE OF LOS ANGELES

FOR

WORKFORCE PATHWAYS LOS ANGELES SERVICES

**DEPARTMENT OF PUBLIC HEALTH
WORKFORCE PATHWAYS LA SERVICES CONTRACT**

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STANDARD EXHIBITS

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- Exhibit B – Scope(s) of Work
- Exhibit C – Budget(s)
- Exhibit D – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit E – Safely Surrendered Baby Law
- Exhibit F – Charitable Contributions Certification
- Exhibit G – County’s Administration
- Exhibit H – Contractor’s Administration
- Exhibit I – Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Exhibit J – Notice of Federal Subaward Information

**DEPARTMENT OF PUBLIC HEALTH
WORKFORCE PATHWAYS LOS ANGELES SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into on (Execution Date),

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

and CHILD CARE ALLIANCE OF LOS
ANGELES (hereafter "Contractor").

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

WHEREAS, on December 3, 2024, the Board authorized the County's Director of the Department of Public Health ("Public Health"), or duly authorized designee (hereafter jointly referred to as "Director"), to execute a contract for Workforce Pathways Los Angeles ("WPLA") to preserve and protect the public's health; and

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

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide WPLA services, as set forth herein; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, County has been allocated funds from the California Department of Social Services ("CDSS"), Assistance Listing Number 93.575, of which a portion has been designated to this Contract; and

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

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

1. APPLICABLE DOCUMENTS:

Exhibits B, C-1, C-2, C-3, D, E, F, G, H, I, and J, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement of Work “Intentionally Omitted”
- Exhibit B – Scope of Work
- Exhibits C-1, C-2, and C-3 – Budgets
- Exhibit D – Contractor Acknowledgement and Confidentiality Agreement or Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- Exhibit E – Safely Surrendered Baby Law
- Exhibit F – Charitable Contributions Certification
- Exhibit G – County’s Administration
- Exhibit H – Contractor’s Administration
- Exhibit I – Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Exhibit J – Notice of Federal Subaward Information

2. DEFINITIONS:

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The words as used herein have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Amendment: Any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract.
- 2.2 Board of Supervisors (Board): The Board of Supervisors of the County, acting as governing body.
- 2.3 Contract: This agreement executed between the County and Contractor setting forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Scope of Work (Exhibit B).

- 2.4 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other person or entity that has entered into this Contract with the County to perform or execute the work covered by this Contract.
- 2.5 Contractor's Project Manager: The person designated by Contractor to administer the operations under this Contract.
- 2.6 County's Project Director: Person designated by the County with legal authority to act for the County regarding contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.7 County's Project Manager: Person designated by the County's Project Director to manage the operations under this Contract.
- 2.8 County's Project Monitor: Person with responsibility to oversee the day-to-day activities of this Contract and will be responsible for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.9 County Observed Holidays: Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found here:
<https://lacounty.gov/government/about-la-county/about/>.
- 2.10 Day(s): Calendar day(s) unless otherwise specified.
- 2.11 Department: The County of Los Angeles' Department of Public Health, which is entering into this Contract on behalf of the County.
- 2.12 Director: Director of the Department of Public Health, or designee.
- 2.13 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30th.
- 2.14 Statement of Work: A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing Contract services.
- 2.15 Subcontract: An agreement by Contractor to employ a subcontractor to provide services to fulfill requirements of this Contract.

2.16 Subcontractor: Any individual, person(s), sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3. DESCRIPTION OF SERVICES:

3.1 Contractor will provide services in the manner described in Exhibit B (Scope of Work).

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

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

3.4 Federal Award Information for this Contract is detailed in Exhibit J Notice of Federal Subaward Information.

4. TERM OF CONTRACT:

This Contract is effective upon execution and will continue in full force and effect through June 30, 2027, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

Contractor must notify Public Health when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to Public Health at the address provided in Exhibit G (County's Administration).

5. MAXIMUM OBLIGATION OF COUNTY:

5.1 The maximum obligation of County for all services provided hereunder is as follows:

5.1.1 Effective upon execution through June 30, 2025, three hundred twelve thousand dollars (\$312,000), as set forth in Exhibit C-1.

5.1.2 For the period of July 1, 2025, through June 30, 2026, three hundred twelve thousand dollars (\$312,000), as set forth in Exhibit C-2.

5.1.3 For the period of July 1, 2026, through June 30, 2027, three hundred twelve thousand dollars (\$312,000), as set forth in Exhibit C-3.

5.2 Contractor is not entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by a person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Contractor must maintain a system of record keeping that will allow it to determine when it has incurred 75% of the total maximum obligation under this Contract. Upon occurrence of this event, Contractor must send written notification to Public Health at the address provided in Exhibit G (County's Administration).

5.4 No Payment for Services Provided Following Expiration/Termination of Contract: Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract does not constitute a waiver of County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

6. STANDARD PROVISIONS:

6.1 INVOICES AND PAYMENT:

6.1.1 Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B and in accordance with Exhibit C.

6.1.2 Contractor must invoice the County monthly in arrears. All invoices must include all required reports and/or data, and must clearly reflect all required information as specified on forms provided by the County regarding the services for which claims are to be made and any and all prior payments made to Contractor.

- 6.1.3 Invoices must be submitted to County within 30 Days after the close of each calendar month. County will make a reasonable effort to make payment within 30 Days following receipt of a complete and correct monthly invoice and will make payment in accordance with Exhibit C-1, C-2 and C-3, Budgets.
- 6.1.4 Invoices must be submitted directly to the County's Project Manager at the address provided in Exhibit G (County's Administration).
- 6.1.5 For each annual period, or portion thereof, that this Contract is in effect, Contractor must provide an annual cost report within 30 days following the close of that period. Such cost report must be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

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

The primary objective of the annual cost report is to provide the County with actual expenditure data for the Contract period that will serve as the basis for determining final amounts due to/from Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly invoice received.

Failure to provide the annual cost report may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

- 6.1.6 Upon expiration or prior termination of this Contract, Contractor must submit, within 30 days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period constitutes Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

6.1.7 Withholding Payment:

- (1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.
- (2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least 30 Days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.
- (3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, Director will reimburse all withheld payments on the next regular monthly claim for payment by Contractor.
- (4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.
- (5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to Contractor accordingly.
- (6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County, is in material breach of this Contract or has failed to fulfill its obligations under this Contract, until Contractor has cured said breaches

and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failures to Contractor.

6.1.8 Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least 60 Days at any point during the term of this Contract.

6.2 FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

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

6.3 ALTERATION OF TERMS/AMENDMENTS:

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

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

- 6.3.3 In instances where the Board has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the Contract term, the rollover of unspent Contract funds, and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding up to 10% above or below each period's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable budget period, and make changes to the Statement of Work or Scope of Work, as necessary, an amendment will be prepared by Director and executed by Contractor and Director, as authorized by the Board, and will be incorporated into and become part of this Contract.
- 6.3.4 Notwithstanding Paragraph 6.3.1, in instances where the Board has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibits C-1, C-2 and C-3, and corresponding modifications to the Statement of Work and/or Scope of Work, that are within the same scope of services, as necessary, allow for changes to hours of operation, and/or changes to service locations, a written Change Notice must be signed by the Director and Contractor, as authorized by the Board, and will be incorporated into and become part of this Contract.

6.4 CONFIDENTIALITY:

- 6.4.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. In the event of a breach, suspected breach, or unlawful use or disclosure of confidential records, Contractor must immediately, no later than 24 hours after discovery, notify the County's Project Manager.
- 6.4.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting, and other expert, consulting, or professional fees arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's

indemnification obligations under this CONFIDENTIALITY Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

6.4.3 Contractor must inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

6.4.4 Contractor must sign and adhere to the provisions of Exhibit D, Contractor Acknowledgement and Confidentiality Agreement.

6.5 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON A COUNTY RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor will give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff, or qualified former County employees who are on a re-employment list, during the life of this Contract.

6.6 INDEMNIFICATION:

Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

6.7 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

Without limiting Contractor's indemnification of County, in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense,

insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types, and limits (the "Required Insurance") are in addition to, and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

6.7.1 Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage ("Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (collectively, "County and its Agents") have been given insured status under Contractor's General Liability policy must be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates must be provided to County not less than 10 Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate must match Contractor's name identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Public Health – Contract Monitoring Section
5555 Ferguson Drive, 3rd Floor, Suite 3031
Commerce, California 90022
Attention: Manager Contract Monitoring Section

Contractor must promptly report to County any injury or property damage, accident, or incident, including any injury to any Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies, or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

- 6.7.2 Additional Insured Status and Scope of Coverage: The County and its Agents must be provided additional insured status under Contractor's General Liability policy, with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents' additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable, provided it satisfies the Required Provisions herein.
- 6.7.3 Cancellation of or Changes in Insurance: Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least 10 Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 6.7.4 Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance constitutes a material breach of this Contract, upon

which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor, or pursue Contractor reimbursement.

- 6.7.5 Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- 6.7.6 Contractor's Insurance Must Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.
- 6.7.7 Waivers of Subrogation: To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 6.7.8 Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor must pay full compensation for all costs incurred by County.
- 6.7.9 Subcontractor Insurance Coverage Requirements: Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor is responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as Additional Insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- 6.7.10 Deductibles and Self-Insured Retentions (SIR): Contractor's policies must not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to

require Contractor to reduce or eliminate policy deductibles and SIRs with respect to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

6.7.11 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.

6.7.12 Application of Excess Liability Coverage: Contractor may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies to satisfy the Required Insurance provisions.

6.7.13 Separation of Insureds: All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision, with no insured versus insured exclusions or limitations.

6.7.14 Alternative Risk Financing Programs: The County reserves the right to review and approve Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

6.7.15 County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

6.8 INSURANCE COVERAGE REQUIREMENTS:

6.8.1 Commercial General Liability. Contractor must maintain insurance (providing scope of coverage equivalent to ISO policy form "CG 00 01") naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million

Each Occurrence:

\$1 Million

- 6.8.2 Automobile Liability. Contractor must maintain insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned," "leased," "hired," and/or non-owned autos, as each may be applicable.
- 6.8.3 Workers Compensation and Employers' Liability. Contractor must maintain insurance, or qualified self-insurance, satisfying statutory requirements, including Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or is: (1) an employee leasing temporary staffing firm; or (2) a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. Written notice must be provided to the County at least 10 Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

6.9 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

- 6.9.1 Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, will be the sole property of County.
- 6.9.2 Contractor hereby assigns and transfers to County in perpetuity for all purposes all of Contractor's rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.
- 6.9.3 With respect to any such items which come into existence after the commencement date of this Contract, Contractor must assign and transfer to County in perpetuity for all purposes, without any additional consideration, all of Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

- 6.9.4 During the term of this Contract and for seven years thereafter, Contractor must maintain and provide security for all of Contractor's working papers prepared under this Contract. County will have the right to inspect, copy, and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 6.9.5 Any and all materials, software, and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 6.9.6 If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor must affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it will not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

6.10 PUBLICITY:

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, must have written approval from the Director prior to publication, printing, duplication, and/or implementation under this Contract. All such materials, public announcements, literature, audiovisuals, and printed material must include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made

possible by the County of Los Angeles, Department of Public Health, and other applicable funding sources.

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

6.11 RECORD RETENTION AND AUDITS:

6.11.1 Service Records: Contractor must maintain all service records related to this Contract for a minimum period of seven years following the expiration or prior termination of this Contract. Contractor must provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder. Records must be accessible as detailed in the subsequent Subparagraph(s).

6.11.2 Financial Records: Contractor must prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at:

[AC Contract Accounting and Administration Handbook – June 2021 \(lacounty.gov\)](http://lacounty.gov)

If this Contract is federally funded, Contractor must adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance.

Such records must clearly reflect the actual cost of the type of service for which payment is claimed and include, but not be limited to:

- (1) Books of original entry which identify all designated donations, grants, and other revenues, including County, federal, and State revenues, and all costs by type of service.

- (2) General Ledger.
- (3) A written cost allocation plan which includes reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing services claimed under this Contract. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.
- (5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved Contract budget. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

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

move such records to Los Angeles County, Contractor must permit such inspection or audit to take place at an agreed to outside location, and Contractor must pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor further agrees to provide such records, when possible, immediately to County by facsimile (fax), electronic mail (e-mail), or file transfer protocol, upon Director's request. Director's request will include appropriate County fax number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor agrees to make available the original documents of such fax and e-mail records when requested by Director for review as described hereinabove.

6.11.3 Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

6.11.4 Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor must file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with the County's Auditor-Controller (Audit Branch) within 30 Days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County will maintain the confidentiality of such audit report(s).

6.11.5 Independent Audit: Contractor's financial records must be audited by an independent auditor for every year that this Contract is in effect. The audit must be in compliance with 2 CFR 200.501. The audit must be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor must complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 Days after receipt of the auditor's report(s) or nine months after the end of the audit period.

If the audit report(s) is/are not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is/are delivered to County.

The independent auditor's work papers must be retained for a minimum of three years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers must be made available for review by federal, State, or County representatives upon request.

6.11.6 Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven years following the furnishing of services under this Contract, Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract must provide for such access to the subcontract, books, documents, and records of the subcontractor.

6.11.7 Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor must fully cooperate with County's representatives. Contractor must allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and must allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County will reimburse Contractor its customary charge for record copying services, if requested. Director will provide Contractor with at least 10 business days' prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample will be determined in accordance with generally accepted auditing standards. An exit conference will be held following the

performance of such audit/compliance review at which time the result will be discussed with Contractor. Contractor will be provided with a copy of any written evaluation reports.

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

6.11.8 Audit Settlements:

- (1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services, and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services must be repaid by Contractor to County. For the purpose of this Paragraph an "unsubstantiated unit of service" means a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" means stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.
- (2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, Contractor must repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.
- (3) If within 30 Days of termination of this Contract, such audit finds that the units of service, allowable costs of services,

and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

- (4) In no event will County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.
- (5) In the event that Contractor's actual allowable and documented cost for a unit of service is less than fee-for-service rate(s) set out in the budget(s), Contractor will only be reimbursed for its actual allowable and documented costs.

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

6.12 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING:

6.12.1 Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

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

6.13 CONFLICT OF TERMS:

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

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

6.14 CONTRACTOR'S OFFICES:

Contractor's office is located at 815 Colorado Blvd. 4th Floor, Los Angeles, California 90041. Contractor's business telephone number is (323) 274-1380, and e-mail address is: Cristina.alvarado@ccala.net. Contractor must notify County in writing of any changes made to its business address, business telephone number, fax number and/or e-mail address as listed herein, or any other business address, business telephone number, fax number and/or e-mail address used in the provision of services herein, at least 10 business days prior to the effective date(s) thereof.

6.15 NOTICES:

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits G (County's Administration) and H (Contractor's Administration). Addresses may be changed by either party by giving 10 business days' prior written notice thereof to the other party. The Director has the authority to issue all notices or demands required or permitted by the County under this Contract.

6.16 ADMINISTRATION OF CONTRACT:

6.16.1 The Director has the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

6.16.2 Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

6.16.3 Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to badges.

6.16.4 Background and Security Investigations: Each of Contractor's staff and any subcontractor(s) performing services under this Contract

who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include local, State, and federal-level review, which may include, but will not be limited to, criminal conviction information. Contractor is responsible for the fees associated with the background investigation, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not perform services under this Contract, or be placed and/or assigned within the Department of Public Health. During the term of this Contract, the Department may receive subsequent criminal information about a member(s) of Contractor's staff. If this subsequent information constitutes a job nexus, Contractor must immediately remove that staff member from performing services under this Contract and replace such staff within 15 business days of removal, or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor, nor to Contractor's staff, any information obtained through the criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

6.17 ASSIGNMENT AND DELEGATION, MERGER, OR ACQUISITION:

6.17.1 Contractor must notify the County of any pending acquisition/merger of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisition/merger, then it should notify the County of the actual acquisition/merger as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisition/merger.

6.17.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights

or duties, without such consent will be null and void. For purposes of this Paragraph, County consent requires a written amendment to this Contract which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

6.17.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

6.18 AUTHORIZATION WARRANTY:

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

6.19 BUDGET REDUCTION:

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees, and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by Contractor under this Contract will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor will continue to provide all of the services set forth in this Contract.

6.20 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY:

In order for the County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of 10 Days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

6.21 COMPLAINTS:

Contractor must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

6.21.1 Within 30 business days after execution of this Contract, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.

6.21.2 The policy must include, but not be limited to, when and how new clients, as well as current and recurring clients, are to be informed of the procedures to file a complaint.

6.21.3 The client and/or his/her authorized representative must receive a copy of the procedure.

6.21.4 The County will review Contractor's policy and provide Contractor with approval of said policy or with requested changes.

6.21.5 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the policy within 30 business days for County approval.

6.21.6 If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.

6.21.7 Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.

6.21.8 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

6.21.9 Copies of all written responses must be sent to the County's Project Manager within three business days of mailing to the complainant.

6.22 COMPLIANCE WITH APPLICABLE LAW:

6.22.1 In the performance of this Contract, Contractor must comply with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

6.22.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, or agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor does not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

6.23 COMPLIANCE WITH CIVIL RIGHTS LAW:

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

Additionally, Contractor certifies to the County:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

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

6.24 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

6.24.1 Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

6.24.2 Written Employee Jury Service Policy:

- (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- (2) For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term,

temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor is also subject to the provisions of this Subparagraph. The provisions of this Subparagraph must be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to that contract.

- (3) If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
- (4) Contractor’s violation of this Subparagraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, at its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

6.25 COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

6.25.1 Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

6.25.2 If Contractor or a member of Contractor’s staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor’s staff be removed immediately from performing services under this Contract. County will not be under

any obligation to disclose confidential information regarding the offenses other than those required by law.

6.25.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

6.26 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor, and any subcontractor(s), must comply with the fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

6.27 COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY:

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees, and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees, or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

6.28 CONFLICT OF INTEREST:

6.28.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, may be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

6.28.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the

term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure includes, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph will be a material breach of this Contract.

6.29 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

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

6.29.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

6.30 CONTRACTOR RESPONSIBILITY AND DEBARMENT:

6.30.1 Responsible Contractor: A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

6.30.2 Chapter 2.202 of the County Code: Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning Contractor's performance on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the

circumstances, and terminate any or all existing contracts Contractor may have with the County.

6.30.3 Non-Responsible Contractor: The County may debar a contractor if the Board finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

6.30.4 Contractor Hearing Board: If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

6.30.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

6.30.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

6.30.7 If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the

following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

6.30.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will consider evidence on the proposed reduction of debarment period or termination of debarment. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6.30.9 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

6.30.10 Subcontractors of Contractors: These terms will also apply to subcontractors of County contractors.

6.31 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit E (Safely Surrendered Baby Law) in a prominent position at a contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

6.32 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

6.32.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

6.32.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC 653(a)) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

6.33 COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant, or continuing, and that may place performance of the Contract in jeopardy if not corrected, will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

6.34 SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor will assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities will include a review of compliance with the provisions of this Paragraph.

6.35 RULES AND REGULATIONS:

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

6.36 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

6.36.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or Contractor's employees or agents. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.

6.36.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand.

6.37 EMPLOYMENT ELIGIBILITY VERIFICATION:

6.37.1 Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), as they currently exist or as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

6.37.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

6.38 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

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

Contractor must submit a direct deposit authorization request via the following website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

6.39 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS:

This Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Contract. The facsimile or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies will be deemed to constitute duplicate originals. The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on amendments prepared pursuant to the ALTERATIONS OF TERMS/AMENDMENTS Paragraph and received via communications facilities (e.g., fax or e-mail), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Contract.

6.40 FAIR LABOR STANDARDS:

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability,

including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which the County may be found jointly or solely liable.

6.41 FISCAL DISCLOSURE:

Contractor must prepare and submit to Director, within 10 Days following execution of this Contract, a statement executed by Contractor's duly constituted officer(s), containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If, during the term of this Contract, the source(s) of Contractor's funding changes, Contractor must promptly notify Director in writing, detailing such changes.

6.42 FORCE MAJEURE:

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

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

6.42.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if

applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

6.43 GOVERNING LAW, JURISDICTION, AND VENUE:

This Contract will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

6.44 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

The County is subject to the Administrative Simplification requirements and prohibitions of the [Health Insurance Portability and Accountability Act of 1996](#), Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Contract, Contractor provides services to the County and creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) in order to provide those services. The County and Contractor therefore agree to the terms of Exhibit I (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).

6.45 INDEPENDENT CONTRACTOR STATUS:

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

6.45.2 Contractor is solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

6.45.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

6.45.4 Contractor must adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

6.46 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

Contractor will obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor will ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to its performance hereunder. Contractor will provide a copy of each license, permit, registration, accreditation, and certificate upon request of Public Health at any time during the term of this Contract.

6.47 LIQUIDATED DAMAGES:

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

If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by Contractor over a certain time span, the Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director may: (a) deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of

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

The action noted above will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to Contractor's failure to complete or comply with the provisions of this Contract.

This Subparagraph may not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified above, and may not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

6.48 NONDISCRIMINATION AND AFFIRMATIVE ACTION:

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

6.48.2 Contractor certifies to the County each of the following:

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

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

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

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

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

6.48.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

6.49 NON-EXCLUSIVITY:

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

6.50 NOTICE OF DELAYS:

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

6.51 NOTICE OF DISPUTES:

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

6.52 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

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

6.53 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

Contractor must notify and provide to its employees, and require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles

County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

6.54 PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

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

6.55 PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

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

6.56 PUBLIC RECORDS ACT:

6.56.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions listed in California Government Code Section 7921.000 et seq. (Public Records Act) may be applied to documents which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

6.56.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

6.57 PURCHASES:

6.57.1 Purchase Practices: Contractor must fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items must be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder. Contractor must attach identifying labels on all such property indicating the proprietary interest of County.

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

6.57.3 Inventory Records, Controls, and Reports: Contractor must maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any Contract funds designated for such purpose. Annually, Contractor must provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any County funds designated for such purpose.

6.57.4 Protection of Property in Contractor's Custody: Contractor must maintain vigilance and take all reasonable precautions to protect all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any Contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor must contact Director for instructions for disposition of any such property which is worn out or unusable.

6.57.5 Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract,

or upon the expiration or early termination of this Contract, or at any other time that County may request, Contractor must: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property must be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

6.58 REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

6.58.1 Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor must prepare and submit to Director within 10 Days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officer(s) containing the following information:

- (1) The location by street address and city of any such real property.
- (2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
- (3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, with such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

- (4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph 3 immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing must also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor must also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

- (5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor may only charge the program for costs of ownership. Costs of ownership include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property must be appended to such affidavit and made a part thereof.

6.58.2 Business Ownership Disclosure: Contractor must prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If, during the term of this Contract, Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor must notify Director in writing of such changes within 30 Days prior to the effective date thereof.

6.59 REPORTS:

Contractor must make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. However, in no event may County

require such reports unless Director has provided Contractor with at least 30 Days' prior written notification thereof. Director's notification will provide Contractor with a written explanation of the procedures for reporting the information required.

6.60 RECYCLED CONTENT BOND PAPER:

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

6.61 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S):

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

6.62 STAFFING AND TRAINING/STAFF DEVELOPMENT:

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

During the term of this Contract, Contractor must have available and must provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor must also indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor must, prior to filling said vacancy, notify County's Director and provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor must institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor must institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development must be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities must be planned and scheduled in advance and conducted on a continuing basis. Contractor must develop and institute a plan for an annual evaluation of such training/staff development program.

6.63 SUBCONTRACTING:

6.63.1 For purposes of this Contract, subcontracts must be approved in advance in writing by Director. Contractor's request to Director for approval of a subcontract must include:

- (1) Identification of the proposed subcontractor (who must be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.
- (2) A detailed description of the services to be provided by the subcontractor.
- (3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
- (4) A copy of the proposed subcontract. (Any later modification of such subcontract must take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)
- (5) Any other information and/or certification(s) requested by Director.

6.63.2 Director will review Contractor's request to subcontract and determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

6.63.3 Subcontracts must be made in the name of Contractor and may not bind nor purport to bind County. The making of subcontracts hereunder does not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of employees and

subcontractor(s). Further, Director's approval of any subcontract must not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

6.63.4 In the event that Director consents to any subcontracting, Contractor is solely liable and responsible for any and all payments or other compensation to any subcontractor(s), and their officers, employees, and agents.

6.63.5 In the event that Director consents to any subcontracting, such consent is provisional, and does not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County is not liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercising of such a right.

6.63.6 The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees providing services under this Contract. Contractor must notify its subcontractors of this County right.

6.63.7 Subcontracts must contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and is subject to all of the provisions of such prime contract." Further, Contractor must also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs.

Contractor must deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

6.63.8 Contractor must obtain certificates of insurance which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.

6.63.9 Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

6.63.10 Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were a Contractor employee.

6.63.11 Contractor remains fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

6.64 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

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

6.65 TERMINATION FOR CONVENIENCE:

6.65.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of services hereunder will be effected by a Notice of Termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 Days after the Notice is sent.

6.65.2 After receipt of a Notice of Termination and except as otherwise directed by County, Contractor must:

- Stop work under this Contract on the date and to the extent specified in such Notice of Termination; and

- Complete performance of such part of the work as would not have been terminated by such Notice of Termination.

6.65.3 Further, after receipt of a Notice of Termination, Contractor will submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice must be submitted promptly, but not later than 60 Days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination will be final. After such determination is made, County will pay Contractor the amount so determined.

6.65.4 Contractor, for a period of seven years after final settlement under this Contract, in accordance with the Paragraph entitled RECORD RETENTION AND AUDITS, herein, must retain and make available all its books, documents, records, or other evidence bearing on Contractor's costs and expenses under this Contract in respect to the provision of services hereunder. All such books, records, documents, or other evidence must be retained by Contractor at a location in Los Angeles County and must be made available within 10 Days of written notice by County for purposes of inspection or audit by representatives of County during normal business hours.

6.66 TERMINATION FOR DEFAULT:

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

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

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

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

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

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

6.67 TERMINATION FOR IMPROPER CONSIDERATION:

6.67.1 County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor,

either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

6.67.2 Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

6.67.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

6.68 TERMINATION FOR INSOLVENCY:

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

- Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor;
- The execution by Contractor of a general assignment for the benefit of creditors.

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

6.69 TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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

6.70 NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT:

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

6.71 TIME OFF FOR VOTING:

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

6.72 VALIDITY:

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

6.73 WAIVER:

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

6.74 WARRANTY AGAINST CONTINGENT FEES:

6.74.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any

contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

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

6.75 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

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

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

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

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

6.77 INJURY AND ILLNESS PREVENTION PROGRAM:

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

6.78 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING:

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

7 UNIQUE PROVISIONS:

7.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" increased Charitable Purposes Act requirements. By requiring Contractor to complete the Charitable Contributions Certification, Exhibit F, the County seeks to ensure that if Contractor receives or raises charitable contributions, it complies with California law in order to protect the County and its taxpayers. If Contractor receives or raises charitable contributions without complying with its obligations under California law, it commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

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

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

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

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

7.3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors, or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor must immediately notify County in writing during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor's failure to comply with this provision will constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

7.4. WHISTLEBLOWER PROTECTIONS:

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

7.4.2 Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a member of Congress or a representative of a Congressional committee; an Inspector General; the Government

Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

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

7.5 DATA DESTRUCTION:

7.5.1 If Contractor maintains, processes, or stores County data and/or information, implied or expressed, Contractor has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization (available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>).

7.5.2 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. When Contractor no longer has a business need for the data, the County must receive within 10 business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

7.5.3 Contractor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*.

Contractor must provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

8 SURVIVAL:

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

- Paragraph 6.4 Confidentiality
- Paragraph 6.6 Indemnification
- Paragraph 6.7 General Provisions for all Insurance Coverage
- Paragraph 6.8 Insurance Coverage
- Paragraph 6.9 Ownership of Materials, Software and Copyright
- Paragraph 6.11 Record Retention and Audits
- Paragraph 6.22 Compliance with Applicable Law
- Paragraph 6.43 Governing Law, Jurisdiction, and Venue
- Paragraph 6.71 Validity
- Paragraph 6.72 Waiver
- Paragraph 7.10 Patent, Copyright and Trade Secret Indemnification

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

COUNTY OF LOS ANGELES

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

CHILD CARE ALLIANCE OF LOS ANGELES
Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

Revised May 2024 Approved by Counsel July 2024

#07897:mz

Scope of Work Office for the Advancement of Early Care and Education (OAECE)

Organization	Child Care Alliance of Los Angeles	Project Date	Date of Execution – 6/30/2027
Lead Contact Person	Angel Ramirez	Title	Registry Program Manager
Email address	Angel.ramirez@ccala.net	Telephone Number	323-457-0126 Ext 266
Address	815 Colorado Blvd. 4 th Floor, Los Angeles, CA 91104		

Project Summary:

As a part of Workforce Pathways LA (WPLA), the Child Care Alliance of Los Angeles (CCALA) will partner with the Office for the Advancement of Early Care and Education (OAECE), Quality Start Los Angeles (QSLA), Partnerships in Education, Articulation, and Coordination through Higher Education (PEACH), and the Resource & Referral (R&R) Child Care Initiative Program (CCIP) to: 1) Administer a stipend program to support Family, Friends, and Neighbors (FFN) providers; 2) Coordinate and provide professional development advisement to WPLA participants through group advisement clinics and individual advisement sessions; 3) Coordinate and provide higher education advisement to WPLA participants through group advisement clinics and individual advisement sessions; 4) Provide Diversity/Equity/Inclusion (DEI)(training to WPLA participants; and 5) Report on Project Successes and Accomplishments.

Key Deliverables and Timeline

Objectives	Activities	Timeline	Deliverables
Objective 1: Administer a stipend program to support at least 30 FFN providers each fiscal year in partnership with California Department of Social Services' Child Care Initiative Project (CCIP).	Activity 1.1: Revise FFN program guidelines and application package for the following program years: FY 24-25: Date of Execution -6/30/2025 FY 25-26: 7/1/2025 - 6/30/2026 FY 26-27: 7/1/2026 - 6/30/2027	Activity 1.1: Due FY 24-25: January 2, 2025 FY 25-26: September 2, 2025 FY 26-27: September 1, 2026	Deliverable 1.1: Program Guidelines a) Application Instructions b) Sample Application c) Outreach Plan
	Activity 1.2: Conduct WPLA FFN program outreach by meeting with all CCIP program managers and distributing outreach materials	Activity 1.2: Due FY 24-25: January 15, 2025	Deliverable 1.2: a) Sample email announcements

Objectives	Activities	Timeline	Deliverables
	<p>to LA County FFNs that have received child care voucher payments in the past 24 months</p>	<p>FY 25-26: September 15, 2025 FY 26-27: September 15, 2026</p>	<p>b) flyers and/or jotforms (an electronic form to collect data). c) List CCIP Program Managers that have received materials</p>
	<p>Activity 1.3: Open the FFN application and collect at least 60 applications each fiscal year from eligible FFNs</p>	<p>Activity 1.3: Due FY 24-25: April 15, 2025 FY 25-26: January 30, 2026 FY 26-27: February 1, 2027</p>	<p>Deliverable 1.3: List of received applications with Name, Address and Registry ID</p>
	<p>Activity 1.4: Offer advisement to all FFN applicants and provide at least one advisement session to at least 10 FFN participants each fiscal year</p>	<p>Activity 1.4: Due FY 24-25: May 15, 2025 FY 25-26: May 15, 2026 FY 26-27: May 14, 2027</p>	<p>Deliverable 1.4: List of all FFN advisement participants include a) Name of participant b) Clinic or Session name c) Date of clinic/session d) Type of ECE provider</p>
	<p>Activity 1.5: Review applications and verification documents to confirm award stipend. Award stipend to at least 30 FFN participants each fiscal year and send FFN Stipend Memo to process awards. The goal is to that at least 30 awardees annually fulfill the following areas: 1) 10 participants from child care deserts 2) 25 participants earning Health & Safety training certificate and/or Resource and Referral professional development training 3) 10 participants earning an initial FCCH license</p>	<p>Activity 1.5: Due FY 24-25: May 30, 2025 FY 25-26: May 29, 2026 FY 26-27: May 28, 2027</p>	<p>Deliverable 1.5: Rationale Memo of WPLA FFN participants include: a) Name of participant b) Milestone(s) completed c) Stipend amount earned</p>

Objectives	Activities	Timeline	Deliverables
<p>Objective 2: Coordinate and provide professional development advisement to at least 75 WPLA participants each fiscal year through group advisement clinics and individual advisement sessions.</p>	<p>Activity 2.1: Outreach to Professional Development and Teacher Permit Pathway WPLA applicants and participants</p> <p>Activity 2.2 Conduct Workforce Pathways Los Angeles Professional Development (WPLA PD) advisement:</p> <ul style="list-style-type: none"> • 15 group clinics and 10 individual sessions each fiscal year • Track FFN providers, FCCH providers, and Child Care Center providers 	<p>Activity 2.1: Due FY 24-25: January 15, 2025 FY 25-26: October 31, 2025 FY 26-27: October 27, 2026</p> <p>Activity 2.2: Due FY 24-25: May 15, 2025 FY 25-26: May 15, 2026 FY 26-27: May 14, 2027</p>	<p>Deliverable 2.1: a) Outreach Plan b) Sample emails c) Flyers and/or jotforms</p> <p>Deliverable 2.2: List of all PD advisement participants include a) Name of ECE provider b) Clinic or session name c) Date of session d) Type of ECE provider</p>
<p>Objective 3: Coordinate with PEACH to provide higher education advisement to at least 75 WPLA participants each fiscal year through group advisement clinics and individual advisement sessions.</p>	<p>Activity 3.1: Conduct WPLA Career and College Toolkit training for at least 20 members of the early child care and education support system (i.e., faculty/advisors) from 10 institutions of higher learning. This is an annual target number to be completed each fiscal year of the contract.</p> <p>Activity 3.2: Outreach to College Class Pathway and Degree Pathway WPLA applicants and participants</p> <p>Activity 3.3 Conduct WPLA higher education advisement:</p> <ul style="list-style-type: none"> • 15 group clinics and 10 individual sessions each fiscal year 	<p>Activity 3.1: Due FY 24-25: January 31, 2024 FY 25-26: October 31, 2025 FY 26-27: October 27, 2026</p> <p>Activity 3.2: Due FY 24-25: January 15, 2025 FY 25-26: October 31, 2025 FY 26-27: October 27, 2026</p> <p>Activity 3.3: Due FY 24-25: May 15, 2025 FY 25-26: May 15, 2026 FY 26-27: May 14, 2027</p>	<p>Deliverable 3.1: Attendance Sheet w/names of advisor's trained, date, email addresses, and organization/college/university affiliation</p> <p>Deliverable 3.2: a) Outreach Plan b) Sample emails c) Flyers and/or jotforms</p> <p>Deliverable 3.3: List of all higher education advisement participants including: a) Name of participant b) Clinic or session name c) Date of clinic/session</p>

Objectives	Activities	Timeline	Deliverables
<p>Objective 4: Provide DEI training to at least 75 WPLA participants.</p>	<ul style="list-style-type: none"> • FCCH providers and Child Care Center providers each fiscal year <p>Activity 4: Conduct outreach, register participants and provide 4, (two in English and two in Spanish), professional development trainings in the area(s) of Equity/Anti-Bias/Anti-Racist/Implicit Bias for at least 75 participants each fiscal year.</p>	<p>Activity 4: Due FY 24-25: May 15, 2025 FY 25-26: May 15, 2026 FY 26-27: May 15, 2027</p>	<p>d) Type of ECE provider</p> <p>Deliverable 4: List of all participants including: a) Name of participant b) Clinic or session name c) Date of clinic/session d) Type of ECE provider</p>
<p>Objective 5: Report on Project Successes and Accomplishments.</p>	<p>Activity 5.1: Meet monthly collaborative meetings with OAECE staff and PEACH to discuss project progress.</p> <p>Activity 5.2: Track how many WPLA participants are Family, Friend, and Neighbor (FFN), Family Child Care Homes (FCCH), and Child Care Center providers.</p> <p>Activity 5.3: Quarterly invoices and progress reports submitted quarterly.</p>	<p>Activity 5.1: Monthly TBD</p> <p>Activity 5.2: Due FY 24-25: June 2, 2024 FY 25-26: June 1, 2025 FY 26-27: June 1, 2026</p> <p>Activity 5.3: Due FY 24-25: Q2 January 15, 2025 Q3 April 15, 2025 Q4 June 2, 2025 FY 25-26: Q1 October 15, 2025 Q2 January 15, 2026 Q3 April 15, 2026 Q4 June 1, 2026 FY 26-27: Q1 October 15, 2026 Q2 January 15, 2027 Q3 April 15, 2027 Q4 June 1, 2027</p>	<p>Deliverable 5: Attend monthly meetings with OAECE and PEACH</p> <p>Deliverable 5.2: Report number of FFN, FCCH, and Childcare Center providers in WPLA Stipend program</p> <p>Deliverable 5.3: Quarterly Progress Report and Quarterly Invoice</p>

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
OFFICE FOR THE ADVANCEMENT OF EARLY CARE AND EDUCATION**

**CHILD CARE ALLIANCE OF LOS ANGELES
Workforce Pathway LA - Registry
Period: July 1, 2026 - June 30, 2027**

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
PERSONNEL	
Senior Director of Program & Strategic Initiatives	\$ 5,197
Registry Director	\$ 13,138
Program Manager	\$ 11,978
Professional Development Advisor	\$ 56,153
Registry Program Assistant	\$ 4,657
Marketing Support (Registry-Fernanda)	\$ 1,276
Subtotal	\$ 92,399
Benefits	\$ 27,720
SubTotal Personnel	\$ 120,119
NON-PERSONNEL	
Contracted Services	
PEACH Subcontract	\$ 129,250
DEI Training	\$ 12,000
Subcontract Graphic Design	\$ 2,249
Registry Development	\$ 3,000
Translation	\$ 1,692
Rent	\$ 4,928
Phone & Internet	\$ 2,463
Supplies	\$ 1,095
Other Expenses	\$ 6,840
Subtotal Non-Personnel	\$ 163,517
SUBTOTAL	\$ 283,636
Indirect	\$ 28,364
TOTAL ANNUAL BUDGET	\$ 312,000



Recipient Information (i)

1. Recipient Name

2. Vendor Customer Code (VCC)

3. Employer Identification Number (EIN)

4. Recipient's Unique Entity Identifier (ii)
Data Universal Numbering System (DUNS)
(www.SAM.gov)

5. Award Project Title

6. Project Director or Principal Investigator
Name:
Title:
Address:

E-mail:

7. Authorized Official
Name:
Title:
Address:

E-mail:

Federal Award Information (www.usaspending.gov)

10. Federal Award Number (1)

11. Federal Award Date (iv)

12. Unique Federal Award Identification Number (FAIN) (iii)

13. Name of Federal Awarding Agency (xi)

14. Federal Award Project Title (x)

15. Assistance Listing Number (xii)

16. Assistance Listing Program Title (xii)

17. Is this Award R&D? (xiii)

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

County Department Information (xi)

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

E-mail:

9. Program Official Contact Information
Name:
Title:
Address:

E-mail:

27. Authorized Treatment of Program Income

28. County Program Officer Signature

Name: _____
Title: _____

Signature/Date _____

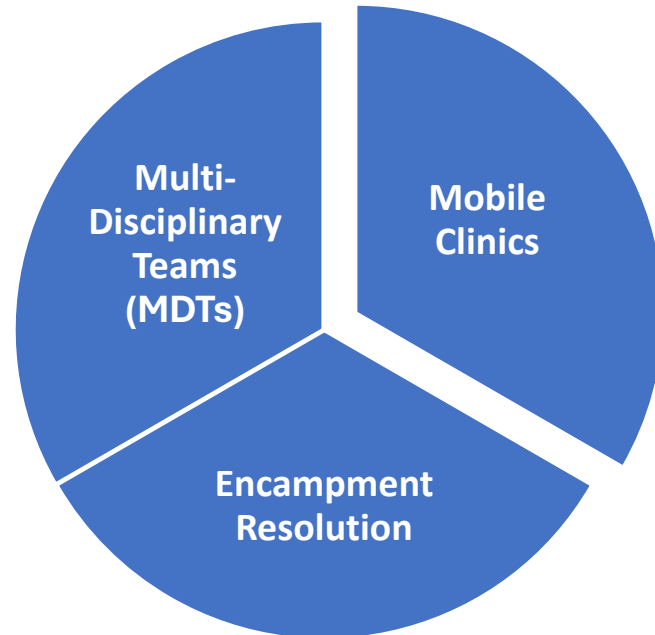
29. Remarks

November 13, 2024
HMHS Cluster Meeting

Field Medicine Program in Los Angeles County



Department of Health Services (DHS) Field Medicine Response



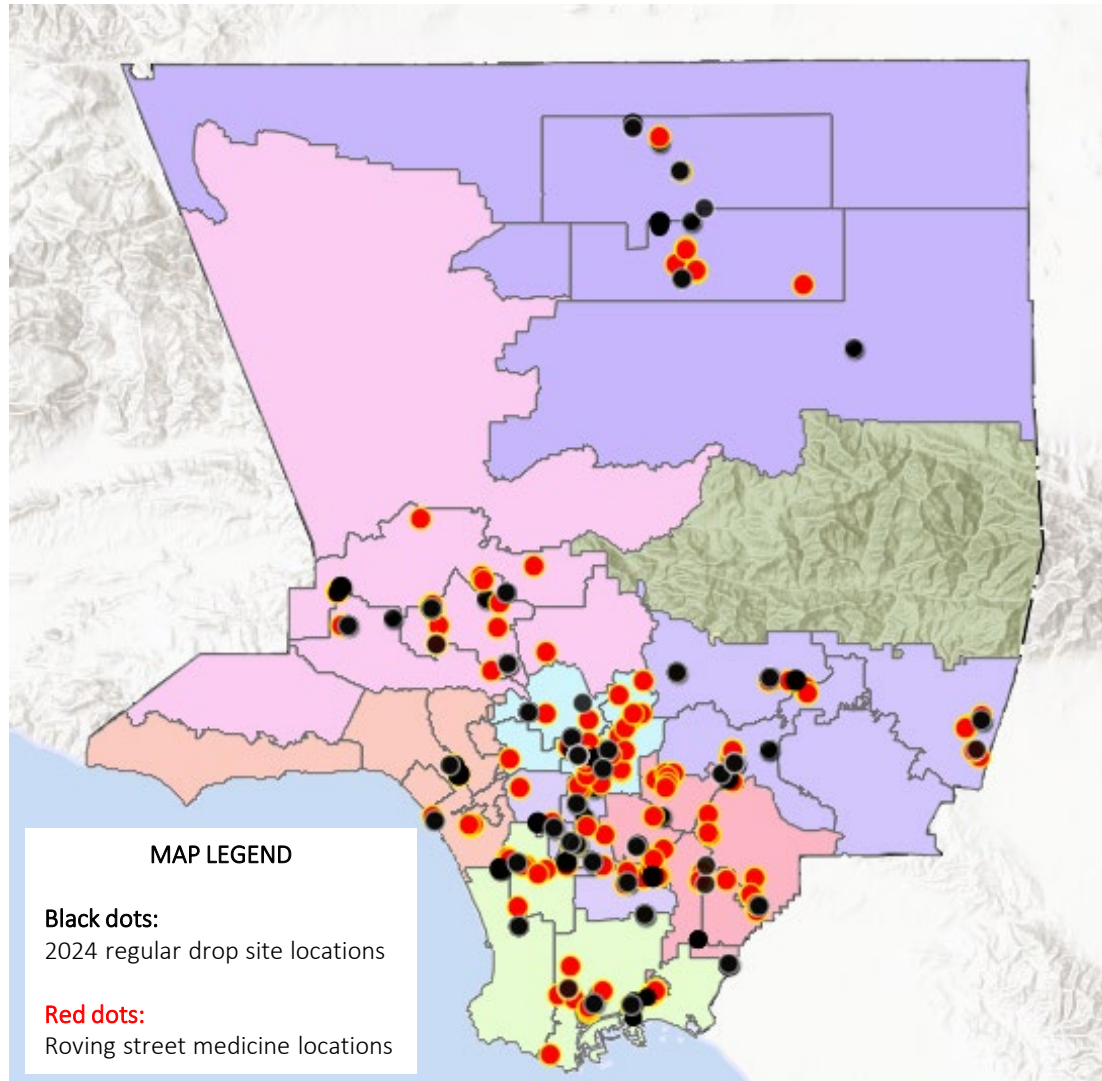
- Operates Countywide throughout all 8 Service Planning Areas (SPAs)
- Alignment between MDTs, Mobile Clinics, and Encampment Resolution efforts
- Provides clinical support to medically-vulnerable unsheltered people
- Maintains regular “drop-sites” and roving street medicine presence

Through the DHS Housing for Health's Mobile Clinics:

- Patients receive specialty care, reproductive health, cervical cancer screening, low barrier medication, medication assisted treatment, contingency management, & transitions of care
- **2,500 patients** received care and over **6,000 patients** received encounters in 2023



DHS Mobile Clinic Regular Drop Site & Roving Locations



L.A. County Field Medicine Program

Overview prepared for the Los Angeles County Health Deputies



L.A. Care
HEALTH PLAN®

For All of L.A.

13 November 2024

At a Glance: L.A. Care's strategy to address the housing crisis

L.A. Care's various programs combine to provide a comprehensive suite of services to address critical member needs

Finding Housing & Staying Housed

Short Term Housing Solutions

Increasing Availability of Permanent Housing

Access to Healthcare & Social Services

Focus for today



Framing: What problems were we trying to solve with the Field Medicine Program?

Key Challenges with the Old Status Quo

- 1 **Lack of access to coordinated, longitudinal care** for members experiencing homelessness, with multiple providers providing a range of services
- 2 **Difficulty accessing specialty care and durable medical equipment** for members experiencing homelessness
- 3 Uneven geographic distribution of providers, leaving **large parts of the county without any street medicine presence**
- 4 **Limited coordination between County and City initiatives and Medi-Cal resources** to bolster access to services



Development: Steps we took to construct a comprehensive, community-based solution

Concept Testing

Pilot program proved viability of a field-based approach to providing coordinated, longitudinal care for members experiencing homelessness



Collaborative Program Design

Iterative program design with collaboration from leading providers, community stakeholders and other MCPs



Program Launch

Program applications were released in Spring 2024 and final provider selection was complete for program launch in July

April 2023 – June 2024

October 2023 – June 2024

July 2024 - Present



Solution details: Core components of the L.A. County Field Medicine Program

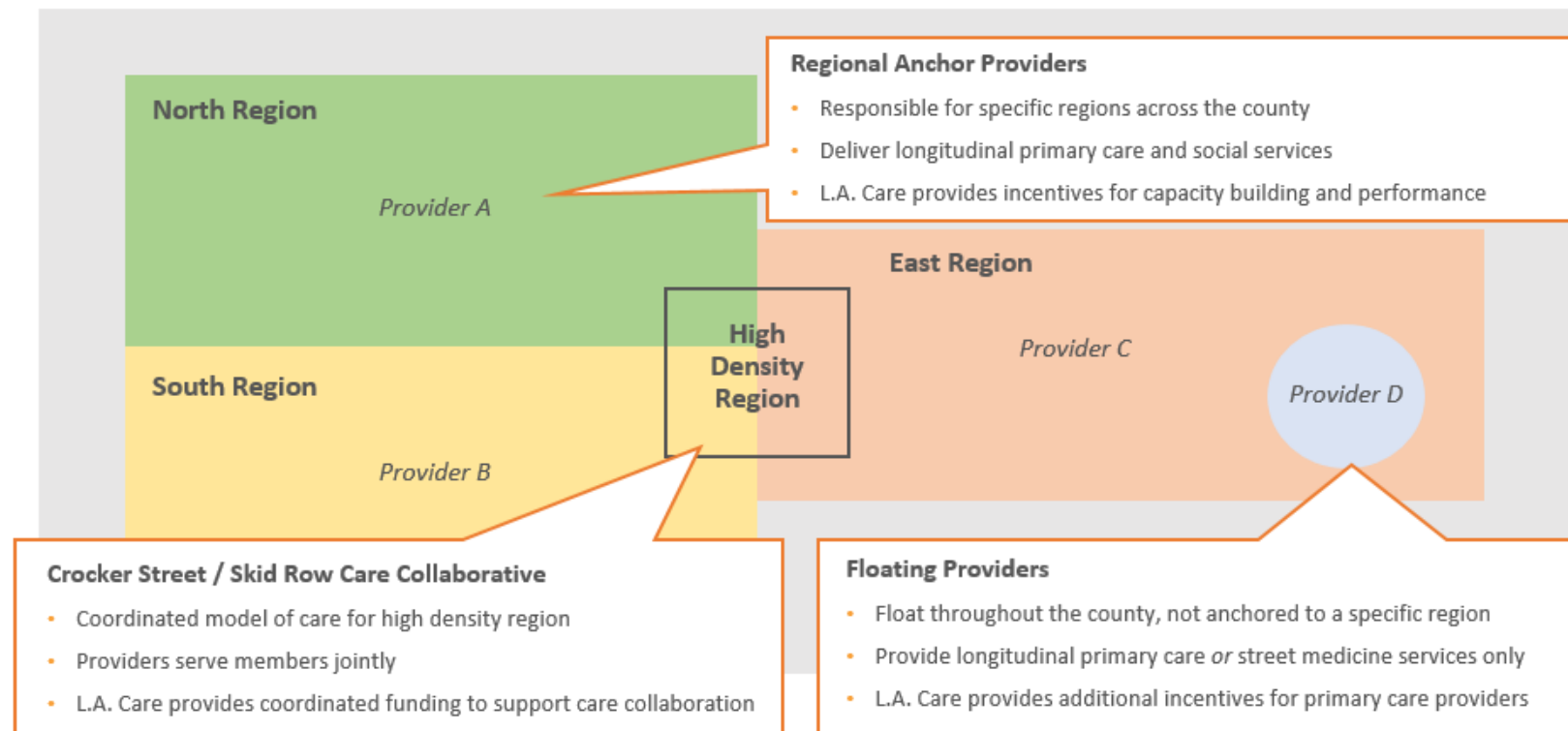
- ✓ County-wide **network of Field Medicine Primary Care Providers** who can provide longitudinal care and social services in the street, in shelters, and in interim housing
- ✓ New systems for Field Medicine Primary Care Providers to make **referrals to specialty care and access durable medical equipment for any L.A. Care member** they encounter¹
- ✓ Operational **framework for providers to coordinate services** with a regional structure and specialized approach to high density regions
- ✓ Member-focused, **county-wide infrastructure to facilitate interoperability** among providers, government agencies, CBOs, and other key stakeholders



Field Medicine advances care for L.A. County's unhoused through a novel geographic approach

The Field Medicine Program will support 10 new teams for 5 years & organize care using a population-based approach

Illustrative Los Angeles County Map



Field Medicine Program launched in July, on track to provide full county-wide coverage

Nineteen providers to serve L.A. Care & Health Net members in **15 distinct Field Medicine regions** across the county



We are delivering much-needed financial support for Field Medicine services

The Field Medicine Program will add new capacity to care for members while rewarding high performing teams for the care they are already delivering

Capacity Building Incentives

Deploying 10 new teams across the county using a novel population-based approach to enhance equitable access to care across the county

\$30M

Performance Incentives

Encouraging providers to engage members where they are, connect them to social services, and provide a true medical home

\$30M

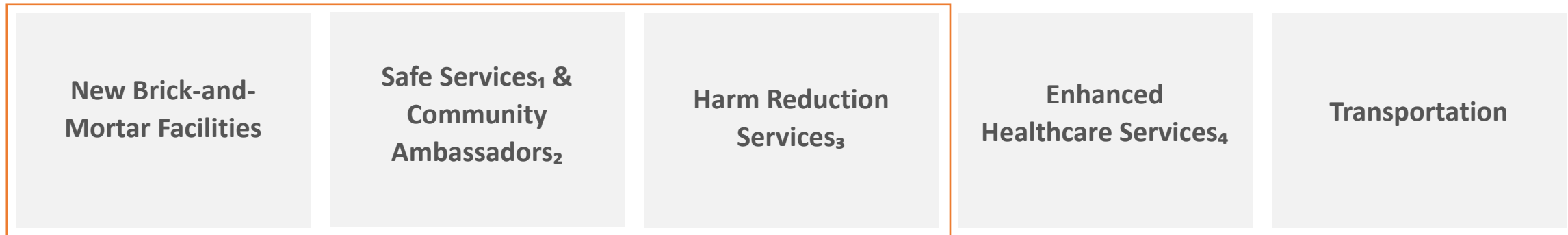
+

This funding will supplement Medi-Cal payments that Field Medicine providers receive for covered healthcare services

5-Year funding commitment to support hiring & longitudinal measurement

The Skid Row Care Collaborative acts as the “Regional Anchor” in Skid Row region

Skid Row Care Collaborative brings enhanced services directly to the high density Skid Row community and includes the launch of the Crocker Street Campus



DHS Crocker Street Campus

\$30M

¹Safe Services include access to mental health providers, legal and veterinary services, linkage to income, employment, and benefits support, and access to bathrooms, showers, laundry facilities, community activities

²Community Ambassadors will be hired directly from the community to staff the Crocker Street Facility, supporting safe services and harm reduction services

³Harm Reduction Services are specialized supports for people who use drugs, people with justice system involvement, people who engage in sex work and include observation beds, connection to social services, harm reduction supplies and access to limited medical services

⁴Enhanced Healthcare Services include onsite specialty care, medical observation beds, and expanded hours for urgent care and pharmacy

Funding figures shown above include 30% contribution from Health Net; L.A. Care is committed to funding the remaining 70% of program costs



We continue to increase interoperability across multiple services & programs

Creating Geographically Aligned Provider Pods

- Facilitating multidisciplinary care in the field with Med-Cal contracted providers
- Pairing field medicine providers with housing navigators and enhanced care managers
- Coordination and partnership with Housing for Health Multidisciplinary Teams and other County programs

Further Coordination with County & City Interim Housing Programs

- Aligning field medicine, housing navigation, and ECM providers with interim housing sites across the county
- Developing a streamlined approach to ECM enrollment for all members participating in interim housing programs





L.A. Care
HEALTH PLAN®

For All of L.A.

Venice Family Clinic Homeless Program Overview

L.A. County Homeless Policy Deputy Field
Medicine Program Presentation
September 26, 2024

Dr. Coley King
Director of Homeless Services



 Venice
Family
Clinic

Our Current Homeless Program

- Presence in SPAs 5 & 8
- 15 Street medicine / homeless health care clinicians
- 3 Mobile units
- 9 Satellite locations
- 3 Full Service Partnership teams
- 7 General street medicine teams
- Patient Support Services
 - Health Insurance Enrollment
 - Optometry
 - Dental
 - Enhance Care Management (ECM)
 - Resource Case Management
 - Health Education
- Of the 1535 unduplicated patients seen in the field (FY24), 41% also received primary care and support services in clinic



Bridge Psychiatry

- Expanding the scope of primary care to treat severe mental illness (SMI)
- Our patients lack access & insight
- The harm to not treat often outweighs the harm to treat
- Field based “mental health treatment first” versus “housing first” for placement stability
- Continued engagement with trusted clinicians within clinic setting

Addiction Medicine

- Substance use disorders are a key part of tri-morbidity and contribute to lower life expectancy
- Critical part of our practice on outreach and in clinic
- Multiple clinicians trained in opioid replacement medications and Vivitrol for alcohol use disorder
- Overlap with SUMMIT program
- Overlap with Common Ground services



Encampment Resolution Efforts: Ensuring Consistent Access to Care

- Presence of field based primary care providers from a Community Health Center (CHC) ensures consistent engagement for patients with complex medical needs
- Patient-centered collaboration with service providers throughout the county ensures patients are properly linked to a medical home, support patient stability and improved quality of life



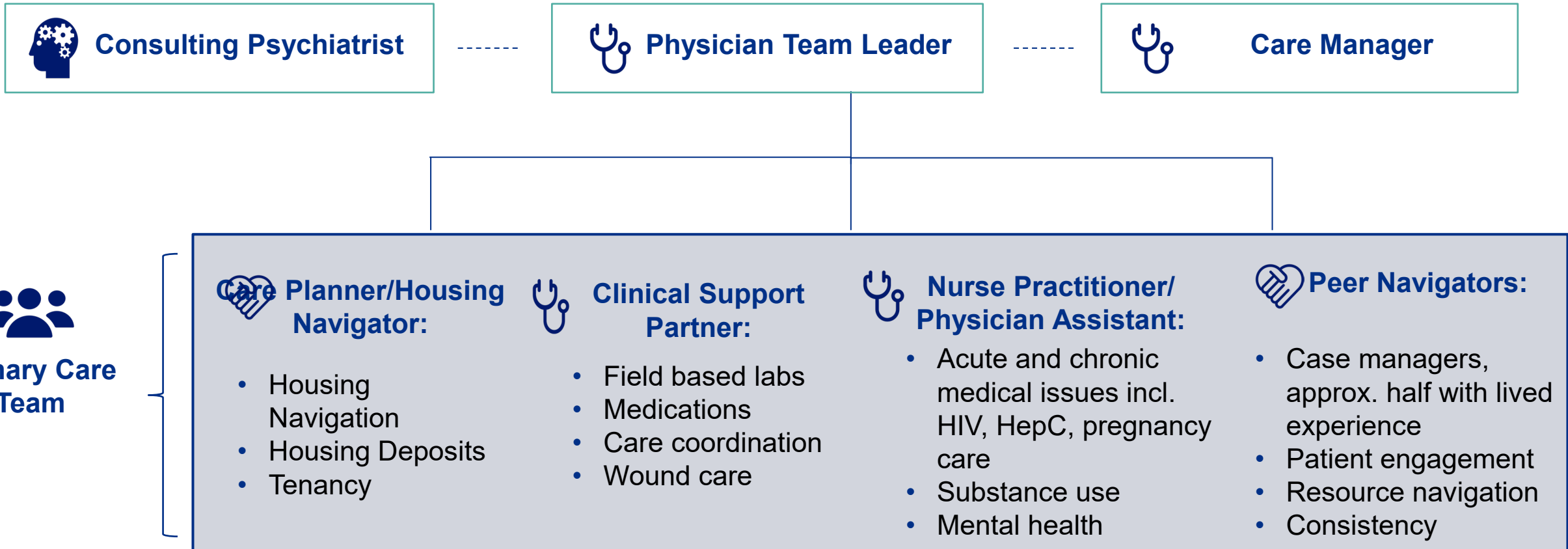
HEALTHCARE IN ACTION



A MEMBER ORGANIZATION OF SCAN GROUP



Healthcare In Action: Team Structure



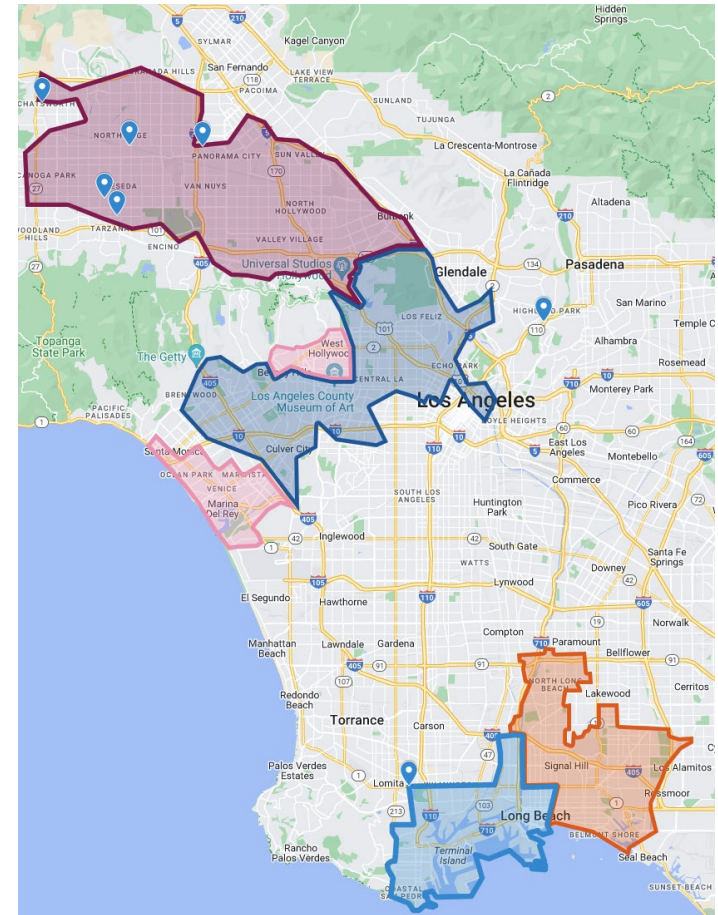
Healthcare In Action: How and Where We Serve

- ▶ Municipal Contracts
- ▶ Hospital Contracts for TOC
- ▶ CalAIM
- ▶ Grants
- ▶ Medical Services
- ▶ Street Outreach & Engagement
- ▶ Temporary Shelter
- ▶ Interim Housing
- ▶ Permanent Supportive Housing

- ▶ SPA 2
- ▶ SPA 4
- ▶ SPA 3*
- ▶ SPA 5
- ▶ SPA 6^
- ▶ SPA 7
- ▶ SPA 8

*in process

^planned expansion



HIA Services – 23 Interim Housing Sites

- ▶ VOA Pathways to Home
- ▶ Hilda L Solis Care First Village
- ▶ Tiny Homes Arroyo Seco
- ▶ Trebek Center
- ▶ Long Beach Project Home Key
- ▶ Arroyo Women's Shelter
- ▶ VOA Chatsworth
- ▶ VOA North Hills
- ▶ Willow Tree Motel
- ▶ Long Beach Rescue Mission
- ▶ Colonial Hotel (Pathway Home)
- ▶ Tiny Homes Topham
- ▶ Vagabond Inn (Long Beach)
- ▶ Tiny Homes Wilmington
- ▶ Atlantic Bridge Community (Long Beach)
- ▶ Good Knight Inn
- ▶ Palm Tree Inn
- ▶ Tiny Homes Woodland
- ▶ ABH Eubank
- ▶ Monterrey Inn
- ▶ Dreamscape Motel
- ▶ ABH Riverside
- ▶ Highland Gardens Hotel

Healthcare In Action: Success and Challenges

▶ Success

- Collaboration with housing agencies (i.e. PATH in SPA 7, Harbor Interfaith in SPA 8) on getting our patients housed
 - HIA in partnership with housing agencies has been able to place 138 folks in LA County in permanent supportive housing

▶ Challenges

- Coordination with Pathway Home operations
 - Ensuring relationships between patients and street medicine teams are not disrupted during these encampment abatement operations through coordination

USC Street Medicine

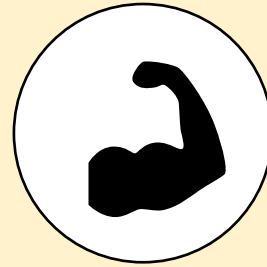
Vision: all unsheltered homeless in LA have access to basic healthcare



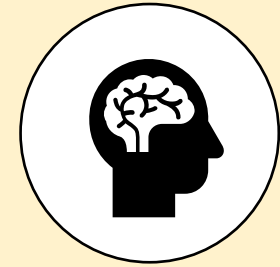
Policy



Clinical Practice



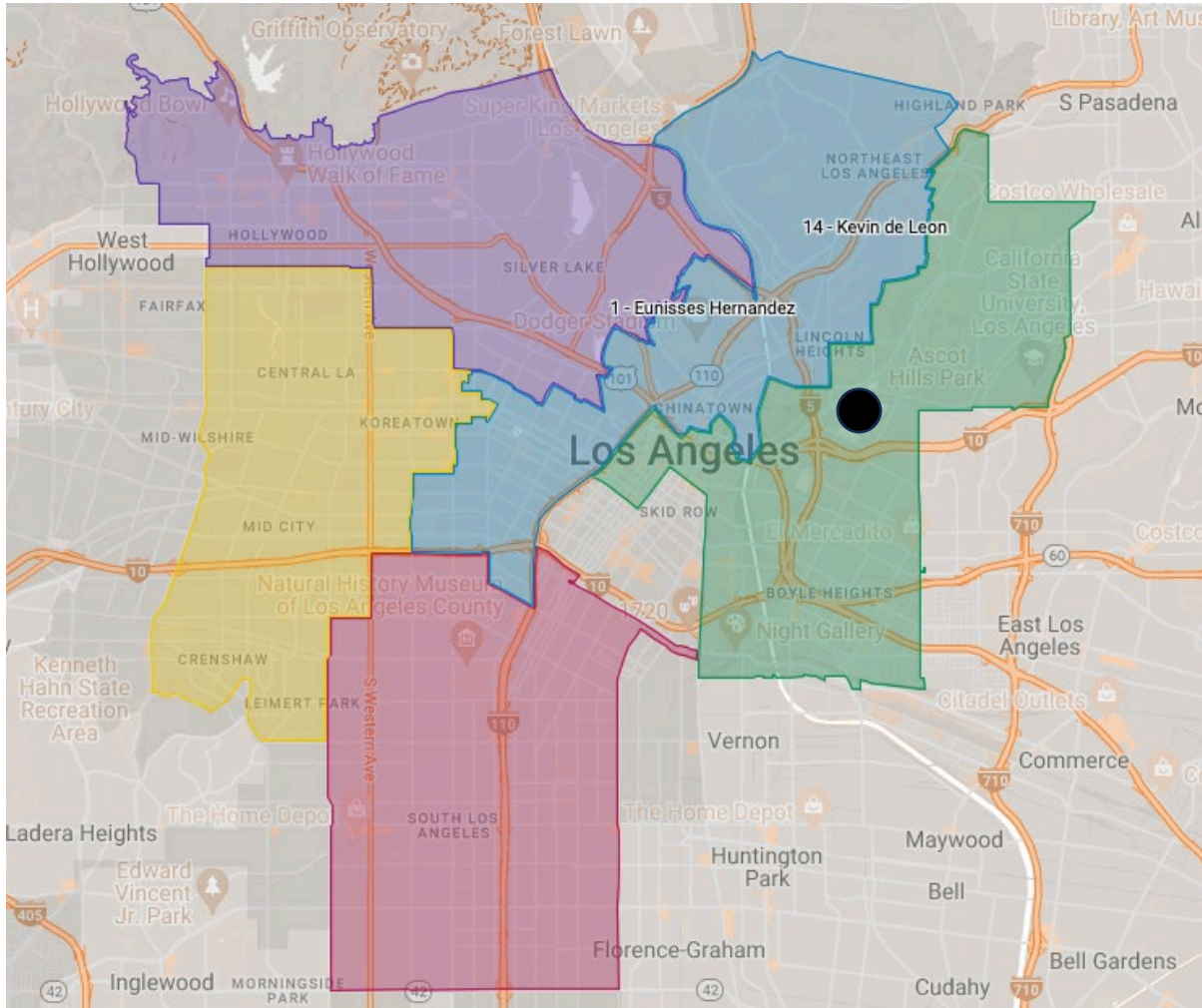
**Workforce
Development
Education**



Research



USC Street Medicine - Scope of Services



Primary and Specialty Care

- Health Screenings
- Chronic Disease Management
 - Including Hepatitis C & HIV+
- Substance Use Disorder Treatment
- Mental Health/ Psychiatry
- Wound Care
- Lab testing
- Procedures
- EKG, Spirometry, Point-of-Care Ultrasound

USC Street Medicine

- Excited to contract
- Rates/sustainability
- Strong focus on care delivered on the streets
- Measuring success

Implementation of Field Medicine

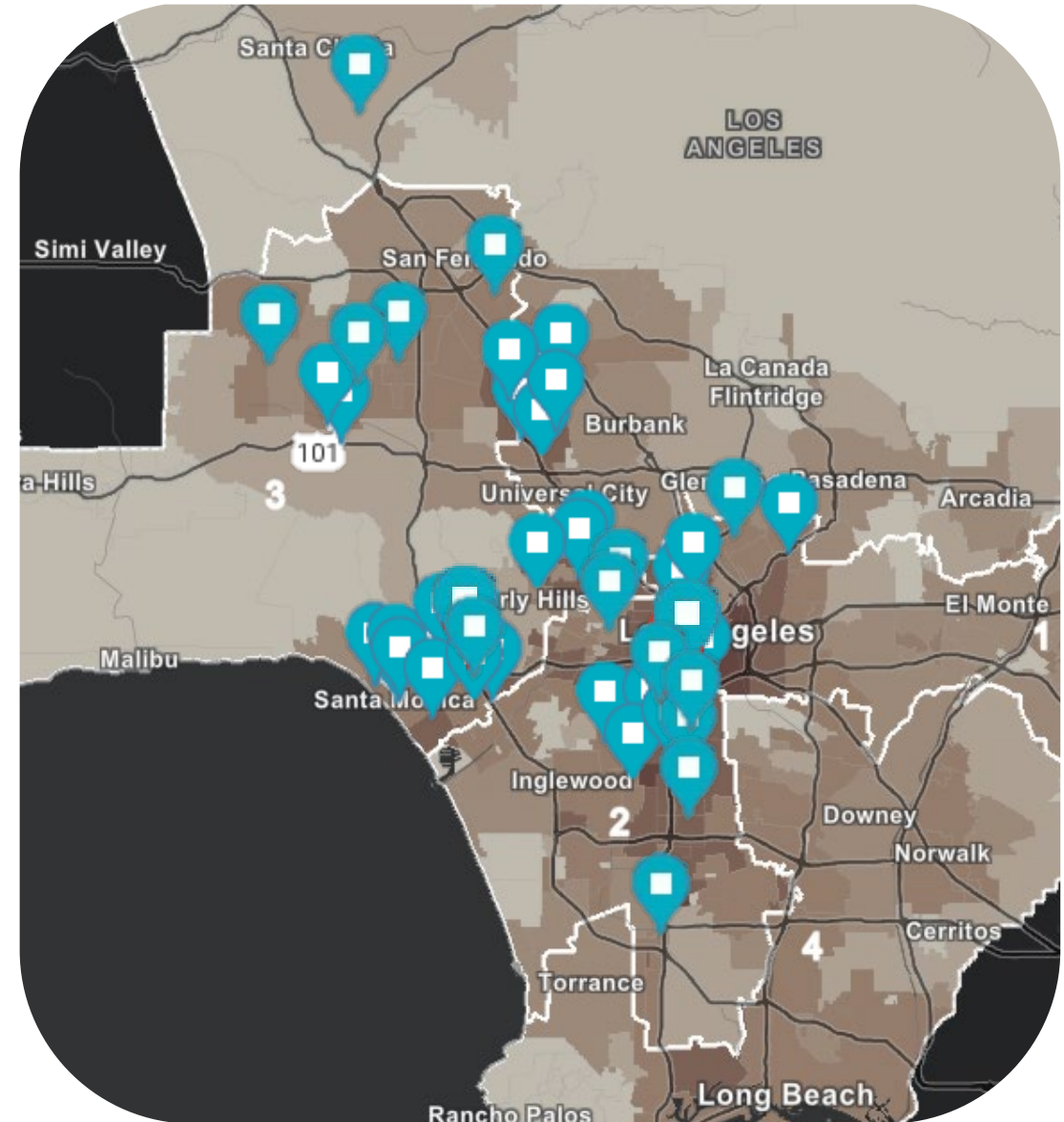


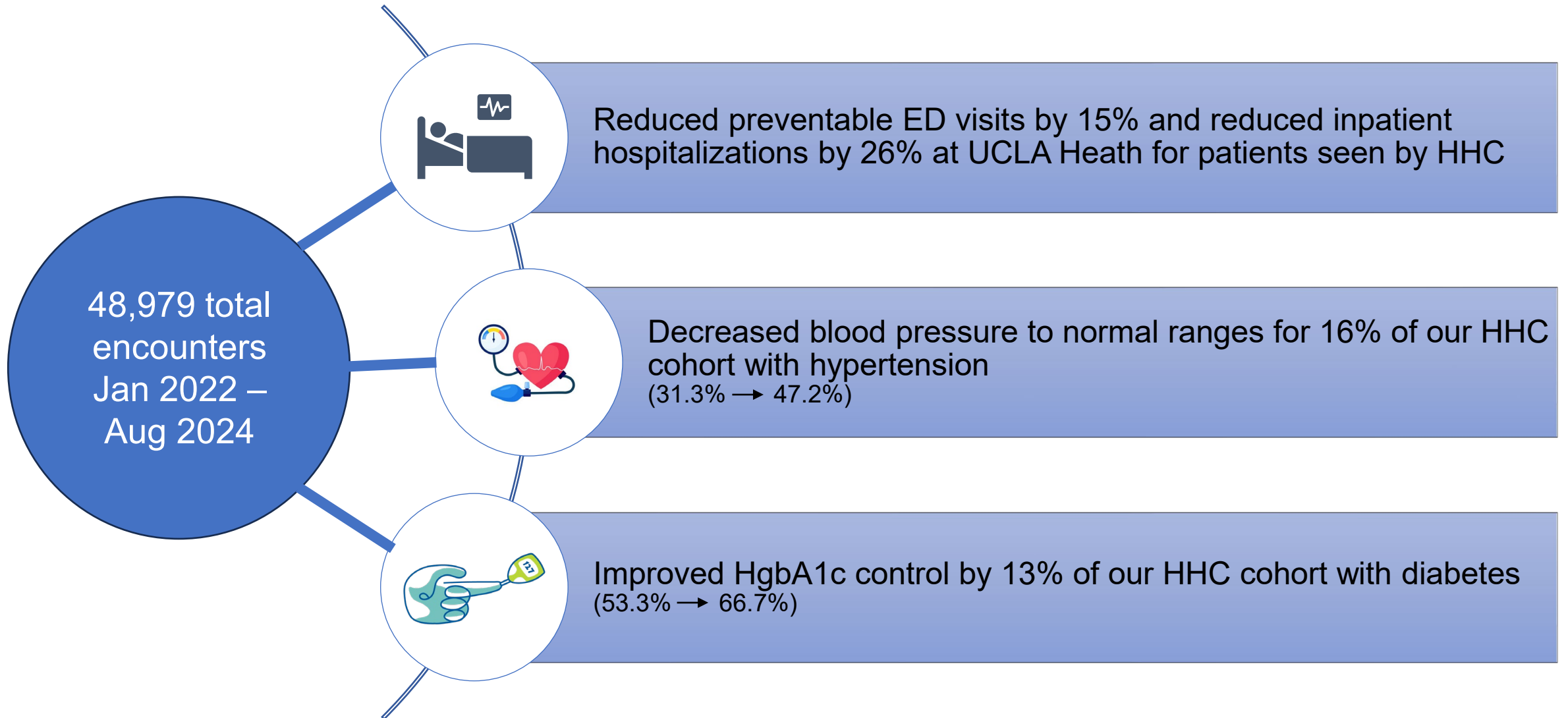
UCLA Health Homeless Healthcare Collaborative



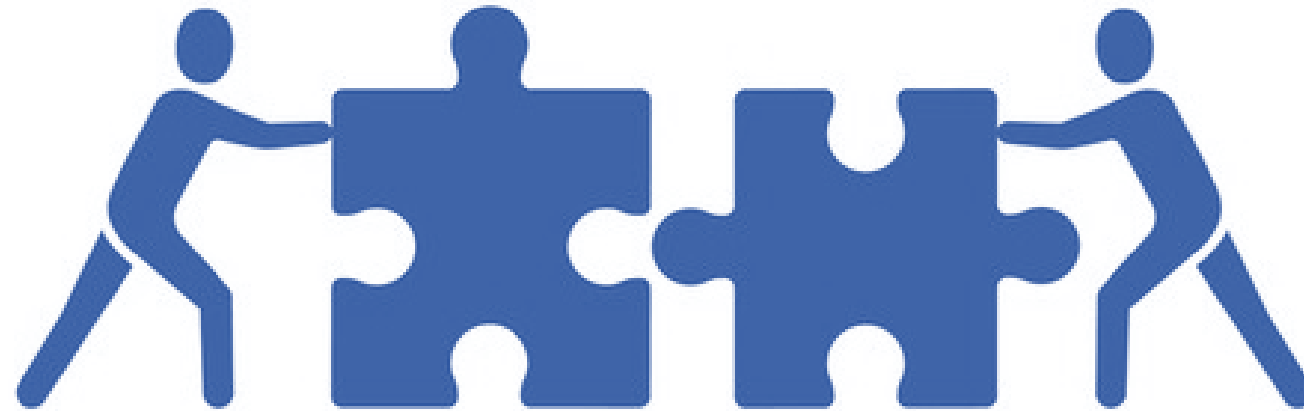
The Homeless Healthcare Collaborative (HHC)

- Five full-time teams primarily serving SPAs 2, 4, 5, & 6
- Integrated physical, mental, and substance use services with UCLA Health staff:
 - Nurses
 - Psychiatrists
 - Physicians
 - Community Health Workers
 - And more
- Providing urgent care and primary care in:
 - Streets/encampments
 - Interim housing sites
 - Resource centers
 - And more





- Coordination with resolution efforts and county services
- Sustainable funding opportunities
- Support for medical care coordination platform
 - UCLA is currently exploring a new platform for coordination across medical teams and potentially social services (HMIS) in the future



Thank you!

