



## County of Los Angeles Health and Mental Health Services

FESIA A. DAVENPORT  
Chief Executive Officer

**DATE:** Wednesday, November 16, 2022  
**TIME:** 10:30 a.m.

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.**

**TO PARTICIPATE IN THE MEETING, PLEASE CALL AS FOLLOWS:**

**DIAL-IN NUMBER: 1 (323) 776-6996**

**CONFERENCE ID: 322130288#**

**[MS Teams link](#) (Ctrl+Click to Follow Link)**

### AGENDA

Members of the Public may address the Health and Mental Health Services Meeting on any agenda item. Two (2) minutes are allowed for each item.

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL \*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

- I. Call to order
- II. **Discussion Item(s):**
  - a. **AHI:** Investing in Strengthening the County Health Care Workforce
- III. **Information Item(s)** (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):
  - a. **CEO:** Accept 2022 State Homeland Security Program Grant Funds
  - b. **DHS:** Approval to Exceed Incidental Expense Limits for Official Functions and Meetings and Delegated Authority to Enter into or Amend Agreements for Related Services
  - c. **DHS:** Authority to Negotiate Equipment Maintenance and Repair Services Master Agreements

- d. **DHS:** Approval of Delegations of Authority for Contracting Actions Regarding Dental Services for the Department of Health Services
- e. **DPH:** Authorization to Amend Four Sole Source Contracts for School Located Novel Coronavirus-2019 Vaccine Clinic Services to Extend the Term Effective January 1, 2023 through June 30, 2023 (#06596)
- f. **DPH:** Approval to Execute Two Sole Source Contracts and Authorization to Execute Temporary Single Case Agreements for the Provision of Substance Use Disorder Treatment Services (#06613)

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

- a. **DPW/DHS:** MLK Jr MC Child and Family Wellbeing Center Project –Approve Revised Project Budget, Approve Construction Change Order, and Related Appropriation Adjustment
- b. **DPW/DHS:** MLK Jr MC Clinical Laboratory and Red-Bag Storage Project – Approve Revised Project Budget and Related Appropriation Adjustment

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

- a. Discussion and consideration of necessary actions on issues related to the Harbor-UCLA Medical Center Replacement Program, and briefing by DPW, CEO and DHS, as needed, as requested at the Health and Mental Health Services Cluster meeting on May 18, 2022.

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 MOTION UPDATES: INVESTING IN STRENGTHENING THE COUNTY HEALTHCARE WORKFORCE

LA COUNTY HEALTH AND MENTAL HEALTH SERVICES CLUSTER  
NOVEMBER 16, 2022



# AGENDA

- Background
- Updates on Directive #1
  - Department of Health Services-led efforts
  - Alliance for Health Integration-led workgroups
- Subsequent Quarterly Updates Schedule
- Updates on Directive #3:
  - Dashboard Review by Chief Information Office & Department of Human Resources

# BACKGROUND: INVESTING IN STRENGTHENING THE COUNTY HEALTHCARE WORKFORCE BOARD MOTION

- On April 19, 2022, the LA County Board of Supervisors passed the motion, Investing in the County Healthcare Hiring Workforce stating that “*Los Angeles County has an opportunity to modernize and model effective recruitment, hiring, and retention approaches to continue to meet the needs of its most vulnerable population.*”
  - This Board Motion endorsed the recommendations that originated from AHI's Report Back on March 22, 2022 that corresponds with the Board Motion, Rebuilding A County Workforce that Can Respond to the County's Complex Healthcare Needs (October 19, 2021);
  - As part of Directive #1, the Alliance for Health Integration (AHI) is working with the Health Departments (Departments of Health Services (DHS), Public Health (DPH) and Mental Health (DMH)), Department of Human Resources (DHR) and Chief Executive Office (CEO) to create a timeline and prioritization plan to implement the Board's identified recommendation;
  - As part of Directive #3, CEO is coordinating with DHR and AHI to develop and publish a live dashboard on hiring progress;
  - On August 2, 2022, the Report Back was submitted by AHI;
  - The Board requested quarterly updates thereafter from AHI on Directive 1.
- Purpose of today's presentation is to share updates on the progress for Directives #1 and #3.

# DIRECTIVE 1: DHS-LED EFFORTS

## HEALTH CARE WORKFORCE JOBS SPECIFIC TO DHS, DMH, DPH

- Implement recommendations 1(b), 14, 15, 16 and 17 for health care workforce job positions and classifications that are unique to the Health Departments
  - 1(b): Give the health departments the authority to determine the starting salary within a classification salary range.
  - 14: Grant more delegated authority to health departments to better manage classifications in recognition of the clinical subject matter expertise within those departments
  - 15: Grant more delegated authority to health departments to create new classifications for clinical functions, after consultation and review by the CEO
  - 16: Grant more delegated authority to health departments to modify classification specifications for those classifications primarily allocated within the health departments
  - 17: Grant more delegated authority to health departments to make overfill and unlike placements on budgeted items

Milestones Achieved and In Progress	Tentative Target Date
• Health Departments identify health care workforce job classifications as proposed foundation for delegated authority	Fall 2022 <input checked="" type="checkbox"/>
• CEO and Health Departments conduct initial review of classifications for special step placement (SSP) and ordinance position authority (OPA)	Fall 2022 <input checked="" type="checkbox"/>
• <i>CEO confirms approval for initial SSP and OPA (see next slide)</i>	Fall 2022 <input checked="" type="checkbox"/>
• Health Departments prepare to implement directives 1(b) and 17 upon receipt of CEO confirmation of SSP and OPA authority	Fall 2022
• CEO and Health Departments review remaining classifications for SSP and OPA authority, and work on process flows for directives 14, 15 & 16	Winter 2022*

\* Winter 2022 refers to Dec 2022- March 2023

# DATA FOR RECOMENDATIONS 1B AND 17

## Milestones Achieved and In Progress

- Initial review/approval August and November (see charts below).
- CEO review remaining 350 classifications and issue approvals on a flow basis.

## Tentative Target Date

Fall 2022



Winter 2022

### OPAs

Department Positions		Approved to Date <input checked="" type="checkbox"/>			
Dept.	Total Positions FY 22-23 Adopted		Total Positions/Classes		Total % of Departmental Pos.
	Pos.	Classes	Pos.	Classes	
DHS	30,079	846	19,836	341	66%
DMH	7,046	243	2,982	34	42%
DPH	6,091	408	1,924	75	32%
Total	43,216	1,497	24,742	450	57%

### SSPs

Department Positions		Approved to Date <input checked="" type="checkbox"/>			
Dept.	Total Positions FY 22-23 Adopted		Total Positions/Classes		Total % of Departmental Pos.
	Pos.	Classes	Pos.	Classes	
DHS	30,079	846	15,620	347	52%
DMH	7,046	243	701	29	10%
DPH	6,091	408	2,725	84	45%
Total	43,216	1,497	19,046	460	44%

# CRITICAL HEALTHCARE RECRUITMENT – REHIRES/BACKFILL

- Recommendation 9: Suspend the County’s rehiring process for critical healthcare recruitment and allow the health departments to decide on rehires after gathering pertinent information on employee past performance
- Recommendation 18: Modify County processes to allow the health departments the flexibility to recruit and hire to backfill critical healthcare delivery roles when employees are on a leave of absence exceeding three months or have restrictions limiting their ability to perform customary job functions

Milestones Achieved and In Progress	Tentative Target Date
<ul style="list-style-type: none"> <li>• DHS coordinated Health Departments’ review of DHR’s temporary exemption issued to DHS in 2020 for patient care workers based on the declared emergency, and conferred with County Counsel on internal workflows.</li> <li>• Health Departments will meet with DHR on rehire process for critical healthcare recruitment and implement upon agreement with DHR and each Health Department</li> </ul>	<p>Summer 2022 <input checked="" type="checkbox"/></p> <p>Fall 2022</p>
<ul style="list-style-type: none"> <li>• DHS/CEO workgroup convened to research backfill processes and develop scenario-based framework</li> <li>• Establish process and workflow for tiers of critical healthcare delivery roles by Health Department</li> </ul>	<p>Fall 2022</p> <p>Winter 2022</p>



# COUNTY-MANDATED TRAINING

Recommendation 19: Health Departments provide an alternative proposal for providing education and staff development on the topics that comprise the County's current mandated training programs

Milestones Achieved and In Progress	Tentative Target Date																																				
<ul style="list-style-type: none"> <li>Health Departments developed cost impact report based upon salary and time for current County mandated trainings</li> <li>DHS, DPH and DMH streamlined training assignments by aligning workforce groups into two categories: Clinical/Patient Facing and Non-Clinical/Admin/Support</li> <li>Engaged DHR to better understand and provide context on the current mandated trainings program</li> </ul>	<p style="text-align: right;">Fall 2022 <input checked="" type="checkbox"/></p> <table border="1" data-bbox="1370 658 2425 1003"> <thead> <tr> <th colspan="4" style="text-align: center;">COST IMPACT REPORT OF MANDATORY TRAINING</th> </tr> <tr> <th style="text-align: center;">Training</th> <th style="text-align: center;">DHS</th> <th style="text-align: center;">DPH</th> <th style="text-align: center;">DMH</th> </tr> </thead> <tbody> <tr> <td>Clinical Median Cost</td> <td style="text-align: right;">\$ 5,150,312.99</td> <td style="text-align: right;">\$1,318,650.68</td> <td style="text-align: right;">\$ 489,796.15</td> </tr> <tr> <td>Non-Clinical Median Cost</td> <td style="text-align: right;">\$ 1,968,295.96</td> <td style="text-align: right;">\$ 353,480.91</td> <td style="text-align: right;">\$ 611,769.24</td> </tr> <tr> <td><b>Total Median Cost:</b></td> <td style="text-align: right;"><b>\$ 7,118,608.95</b></td> <td style="text-align: right;"><b>\$1,672,131.59</b></td> <td style="text-align: right;"><b>\$1,101,565.40</b></td> </tr> <tr> <td colspan="4"><b><u>Inpatient Nursing Backfill</u></b></td> </tr> <tr> <td><b>Total Median Backfill Cost:</b></td> <td style="text-align: right;"><b>\$ 3,653,526.34</b></td> <td style="text-align: center;"><b>N/A</b></td> <td style="text-align: center;"><b>N/A</b></td> </tr> <tr> <td><b><u>Sum Total:</u></b></td> <td style="text-align: right;"><b><u>\$10,772,135.29</u></b></td> <td style="text-align: right;"><b><u>\$1,672,131.59</u></b></td> <td style="text-align: right;"><b><u>\$ 1,101,565.40</u></b></td> </tr> <tr> <td colspan="4"><small>Note: Data Collected: Aug 2021-Aug 2022 From Learning Link</small></td> </tr> </tbody> </table>	COST IMPACT REPORT OF MANDATORY TRAINING				Training	DHS	DPH	DMH	Clinical Median Cost	\$ 5,150,312.99	\$1,318,650.68	\$ 489,796.15	Non-Clinical Median Cost	\$ 1,968,295.96	\$ 353,480.91	\$ 611,769.24	<b>Total Median Cost:</b>	<b>\$ 7,118,608.95</b>	<b>\$1,672,131.59</b>	<b>\$1,101,565.40</b>	<b><u>Inpatient Nursing Backfill</u></b>				<b>Total Median Backfill Cost:</b>	<b>\$ 3,653,526.34</b>	<b>N/A</b>	<b>N/A</b>	<b><u>Sum Total:</u></b>	<b><u>\$10,772,135.29</u></b>	<b><u>\$1,672,131.59</u></b>	<b><u>\$ 1,101,565.40</u></b>	<small>Note: Data Collected: Aug 2021-Aug 2022 From Learning Link</small>			
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<ul style="list-style-type: none"> <li>Identify current trainings contextualized and customized by each Health Department for their regulatory mandates and work with DHR to exempt specific workgroups from current County mandated training</li> <li>Review current training evaluation methods and work with DHR to assess insights aligned to healthcare compliance-related key performance indicators</li> <li>Develop process to evaluate if new topics should be mandated to Health Departments or if alternative methods may be more appropriate for healthcare workforce</li> </ul>	<p style="text-align: right;">Winter 2022</p> <p style="text-align: right;">Spring 2023</p> <p style="text-align: right;">Spring 2023</p>																																				

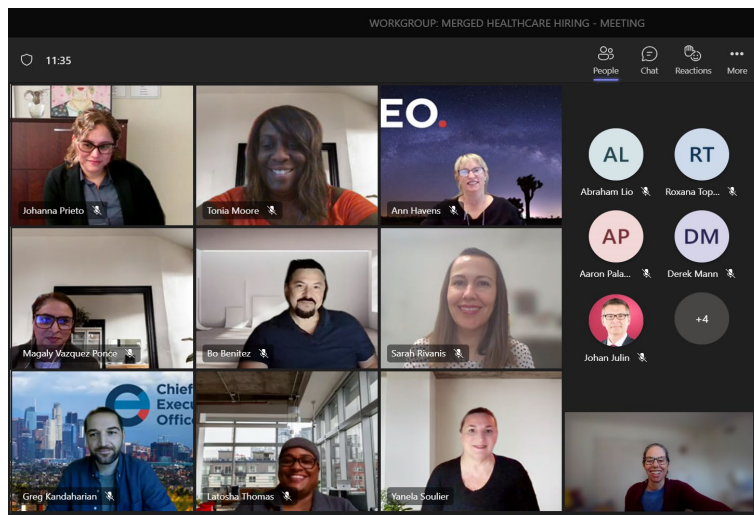
# DIRECTIVE 1: AHI-LED WORKGROUPS

Collaboration among the Depts of Health Services (DHS), Mental Health (DMH) and Public Health (DPH), Chief Executive Office (CEO) and the Dept of Human Resources (DHR) via workgroups. Workgroups #1 and #2 began meeting in August and September of 2022.

1 Class Specifications (non-clinical) and Eligibility List Management

2 Streamlining Hiring Processes and Civil Service Rules

3 Financial Incentives



*October 2022  
Workgroup  
Meeting*

# WORKGROUP: CLASS SPECIFICATIONS AND ELIGIBILITY LIST MANAGEMENT

- Recommendation 7: Develop necessary new classification series, expanding eligibility list utility, updating existing series, and isolating appropriate specialties for the health departments in order to support targeted recruitment and remove barriers to employment.
- Recommendation 13: Conduct a comprehensive review of CEO and departmental workflows relating to the recruitment and allocation of clinical positions.

Milestones Achieved and In Progress	Tentative Target Date
<ul style="list-style-type: none"> <li>• Health Departments submit a list to CEO of proposed new classifications and updates to existing classifications that may facilitate hiring.</li> <li>• Consensus between Health Departments and CEO on how to resolve hiring challenges which may include creating new classification series, updating existing classifications, creating targeted specialty lists and other solutions.</li> </ul>	<p>Fall 2022 <input checked="" type="checkbox"/></p> <p>Spring 2023</p>
<ul style="list-style-type: none"> <li>• Establish any new classifications, updates to existing classifications, or alternate solutions on an ongoing basis.</li> <li>• CEO and Health Departments complete a Lean Six Sigma quality improvement project to review current workflows related to reorganizations, allocation of new positions, transfer of positions, and reclassifications.</li> <li>• Identify, resolve, and/or implement process/workflow improvements during the hiring process, from beginning to end.</li> </ul>	<p>Summer 2023</p> <p>Spring 2023</p> <p>Fall 2023</p>

## WORKGROUP: STREAMLINING HIRING PROCESSES AND CIVIL SERVICE RULES

- Recommendation 8: Accelerate DHR's initiative to streamline the County's hiring process and modernize the County Civil Service Rules governing the examination process for hiring.
- Recommendation 10: Modify County rules, policies and procedures that impede the hiring and selection for clinical and non-clinical recruitments;
- Recommendation 11. Modify County Civil Service Rules and policies that require hiring managers to record no response from a candidate and then wait five days to remove the candidates who failed to respond from the certification list before managers can reach out to interested candidates for recruitment.
- Directive 1bi: Beyond the specific recommendations to be adopted in full as noted above, streamline the existing CEO, and departmental DHR, DMH, DPH and DHS process for actions related to the recruitment, hiring and allocation of health department positions (including both healthcare and non-healthcare classifications)
- Directive 1d: Review the work of the County's Fair Chance Task Force to identify whether the application of the nexus assessment is leading to a hiring backlog and lack of advancement opportunities in critical vacancies.
- *Process: AHI facilitated workgroup meetings beginning in September 2022 with DHR, CEO, and Health Depts to coordinate collaboration.*

Milestones Achieved and In Progress	Tentative Target Date
<ul style="list-style-type: none"> <li>• Health Departments identify additional proposed changes to Civil Service Rules that would expedite hiring, (e.g mail notification and banding), beyond the updates DHR has been working on for past few years.</li> </ul>	Fall 2022 <input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>• Identify any other rules, policies and procedures, not currently being revised, that impede the hiring and selection of clinical and non-clinical recruitment (not addressed in other recommendations).</li> </ul>	Winter 2022
<ul style="list-style-type: none"> <li>• Review timeframes to schedule Livescan and receive conviction history report from DOJ/FBI in critical classification.</li> </ul>	Spring 2023
<ul style="list-style-type: none"> <li>• Evaluate whether all categories of sensitive positions in the health care departments are appropriate and remove conviction background check requirements from classifications not designated as sensitive.</li> </ul>	Spring 2023

## WORKGROUP: FINANCIAL INCENTIVES

- Recommendation 1(a): Develop a plan that creates additional flexibility in establishing total compensation packages to provide potential candidates with options for selecting among different salary and benefit packages that align with their personal preferences.
- Recommendation 2: Evaluate the feasibility of developing salary and benefit packages that prorate total compensation for part-time employees, rather than prorating salary only.
- Recommendation 3: Develop a structure based on department-specific metrics to allow for an increase of salary differentials for those working in hard-to-recruit areas, such as correctional environments and services for people experiencing homelessness, to remain competitive with other institutions
- Recommendation 4: Offer more financial incentives or hiring bonuses to attract candidates for certain positions, as well as flexible workforce shortage recruitment rates to meet changing market conditions which may be temporary or permanent.
- Recommendation 5: Provide loan repayment and tuition reimbursement in employment packages for some classifications to maintain competitive salaries;
- Directive 1c: Identify the amount of funding needed and classifications targeted to adequately implement the above directives, including expansion of the County's Preparing Los Angeles for County Employment program as well as educational tuition reimbursement, bonus and loan forgiveness programs.
- Status: Work has not yet started

# WORKGROUP: FINANCIAL INCENTIVES (CONT'D)

## Planned Milestones (work not yet started)

- Identify priority classifications for which prorated benefits would be available to part-time employees.
- Select potential salary/benefit packet options that are feasible and will help with recruitment, hiring and retention of healthcare staff.
- Create salary/benefit menu options for priority classifications.
- Determine which compensation vehicles will best allow Health Departments to remain competitive with other institutions (salary differentials, bonuses, other tools, both permanent and non-permanent) for hard-to-recruit areas.
- Create model of delegated authority for Health Depts to implement salary differentials with audit tool.
- Develop new financial incentives to attract well qualified candidates for identified positions.
- Create model of delegated authority for Health Departments with audit tool.
- Identify loan repayment and tuition reimbursement options and decide upon model for Health Departments.

# SUBSEQUENT QUARTERLY UPDATES SCHEDULE

<b>Format</b>	<b>Date</b>
<b>Verbal Update</b>	November 16, 2022 at Health Cluster
<b>Written (email) Update</b>	March 31, 2023
<b>Verbal Update</b>	June 30, 2023 at Health Cluster
<b>Written (email) Update</b>	September 30, 2023
<b>Verbal Updates</b>	December 31, 2023 at Health Cluster

Updates will be Submitted in this Power Point Format



# DIRECTIVE 3: DHR & CIO: PRESENTATION ON TIME-TO-HIRE DASHBOARD







# APPENDIX



# ADDITIONAL DIRECTIVES

- BOARD MOTION LINK: [Here](#)
- DIRECTIVE #2: Direct the Director of DHR and the Executive Director of the Economic Development Branch of WDACS, in consultation with the Alliance for Health Integration, to work with the Los Angeles County Community Colleges and the Workforce System to develop a career development program for fast training and onboarding into the County's appropriate critical vacancies in health agency positions.
- DIRECTIVE #4: Direct the CEO, through her Legislative Affairs and Intergovernmental Relations Branch, to support and advocate for policy proposals that incentivize students to pursue careers in allied health, health and mental health care and to facilitate the development of a diverse pipeline of workers from the local community, including those who have a background with the criminal justice system.

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/16/2022	
<b>BOARD MEETING DATE</b>	12/6/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Chief Executive Office, Fire, Health Services, Medical Examiner – Coroner, Public Health, and Sheriff	
<b>SUBJECT</b>	Accept 2022 State Homeland Security Program (SHSP) Grant Funds	
<b>PROGRAM</b>	Homeland Security Grants Administration	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$9,481,458 total	Funding source: Federal Department of Homeland (DHS) Security/Federal Emergency Management Agency (FEMA)
	TERMS (if applicable): September 1, 2022 to May 31, 2024	
	Explanation: The SHSP Grant is fully funded by DHS through the California Governor's Office of Emergency Services (Cal OES). There is no matching fund requirement or impact on net County cost.	
<b>PURPOSE OF REQUEST</b>	To accept \$9,481,458 in DHS Grant funds under Assistance Listing Number 97.067 from the 2022 SHSP Grant as distributed through Cal OES with a Performance Period of September 1, 2022 to May 31, 2024, and the allocation of a portion of such funds to County Departments as set forth in Attachment B; adopt the attached Governing Body Resolution which authorizes the Chief Executive Officer (CEO), or her designee, to apply for and execute SHSP Grant awards and all future amendments, modifications, extensions, and augmentations as necessary; delegate authority to the CEO or her designee, to enter into subrecipient agreements with cities providing for use and re-allocation of these funds; and to execute all future amendments, modifications, extensions and augmentations relative to the subrecipient agreements, as necessary; approve the County activities to be funded with 2022 SHSP Grant funds; and authorize the County's Purchasing Agent to proceed with the solicitation and purchase of capital asset items in excess of \$250,000 with two weeks advance notice to the Board of Supervisors.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	DHS has released grant funding through Cal OES to enhance the capacity of the State and local agencies to respond to incidents of terrorism, particularly those involving chemical, biological, radiological, nuclear, and explosive incidents, as well as natural disasters. The enhancements are provided through coordinated trainings, exercises, equipment acquisitions, and technical assistance. The County's allocation of the 2022 SHSP Grant award is \$9,481,458.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>• Craig Hirakawa, Principal Analyst, CEO (213) 974-1127, <a href="mailto:CHirakawa@ceo.lacounty.gov">CHirakawa@ceo.lacounty.gov</a></li> <li>• Jimmy Nguyen, Program Specialist III, CEO (213) 262-7902, <a href="mailto:JNguyen@ceo.lacounty.gov">JNguyen@ceo.lacounty.gov</a></li> <li>• Laura Jacobson, Deputy County Counsel (213) 974-1923, <a href="mailto:LJacobson@counsel.lacounty.gov">LJacobson@counsel.lacounty.gov</a></li> <li>• Lauren Dods, Sr. Deputy County Counsel (213) 974-1856, <a href="mailto:LDods@counsel.lacounty.gov">LDods@counsel.lacounty.gov</a></li> </ul>	



# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

FESIA A. DAVENPORT  
Chief Executive Officer

Board of Supervisors  
HILDA L. SOLIS  
First District

HOLLY J. MITCHELL  
Second District

SHEILA KUEHL  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

December 6, 2022

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:

**ACCEPT 2022 STATE HOMELAND SECURITY PROGRAM GRANT FUNDS  
(ALL DISTRICTS)  
(3-VOTES)**

**SUBJECT**

Board approval is requested to find the proposed actions are not a project or exempt under the California Environmental Quality Act (CEQA), and accept the County of Los Angeles' (County) allocation of the 2022 State Homeland Security Program (SHSP) Grant funds to make the funds available to the appropriate County departments and cities. The SHSP Grant enhances the capacity of State and local agencies to respond to incidents of terrorism, particularly those involving chemical, biological, radiological, nuclear, and explosive incidents, as well as natural disasters. The enhancements are provided through coordinated trainings, exercises, equipment acquisitions, and technical assistance.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the County activities to be funded with the 2022 SHSP Grant funds from the Federal Department of Homeland Security (DHS) do not constitute projects under CEQA or, in the alternative, are exempt from CEQA for the reasons stated in this letter and in the record of the proposed activities;
2. Accept \$9,481,458 in DHS Grant funds under Assistance Listing Number 97.067 from the 2022 SHSP Grant as distributed through the California Governor's Office of Emergency Services (Cal OES) with a Performance Period of September 1, 2022 to

May 31, 2024, and the allocation of a portion of such funds to County Departments as set forth in Attachment B;

3. Adopt the attached Governing Body Resolution (GBR) which authorizes the Chief Executive Officer, or her designee, to apply for and execute SHSP Grant awards and all future amendments, modifications, extensions, and augmentations as necessary;
4. Delegate authority to the Chief Executive Officer, or her designee, to enter into subrecipient agreements with cities providing for use and re-allocation of these funds; and to execute all future amendments, modifications, extensions and augmentations relative to the subrecipient agreements, as necessary;
5. Approve the County activities to be funded with 2022 SHSP Grant funds; and
6. Authorize the County's Purchasing Agent to proceed with the solicitation and purchase of capital asset items in excess of \$250,000 with two weeks advance notice to the Board of Supervisors.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

DHS has released grant funding through Cal OES to enhance the capacity of the State and local agencies to respond to incidents of terrorism, particularly those involving chemical, biological, radiological, nuclear, and explosive incidents, as well as natural disasters. The enhancements are provided through coordinated trainings, exercises, equipment acquisitions, and technical assistance.

The purpose of this letter is to find that the recommended County activities do not constitute projects or, in the alternative, are exempt under CEQA and that the Board of Supervisors (Board) has authorized the Chief Executive Officer to administer the SHSP Grant on behalf of the County Operational Area. The Board is requested to approve the attached GBR (Attachment A), which provides a list of Chief Executive Office (CEO) personnel authorized to sign SHSP grant documents.

We are further requesting the Chief Executive Officer be granted delegated authority to enter into subrecipient agreements with the various cities receiving SHSP Grant funds. Following the signing of agreements, these funds will be distributed to cities and County departments approved by DHS and Cal OES on a cost reimbursement basis. These agreements will be in a form approved by County Counsel.

#### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 3, Strategy 3.3, Pursue Operational

Effectiveness, Fiscal Responsibility and Accountability of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

This Grant is fully funded by DHS through Cal OES, and there is no matching fund requirement or impact on net County cost. Of the \$9,481,458 grant, \$2,962,393 will be retained by the County for various programs under the grant, including five percent identified for management and administration costs, and \$6,519,065 will be allocated to local jurisdictions for approved activities/programs.

The funding for the impacted County departments will be distributed as follows: CEO (\$924,442); Fire (\$492,733); Health Services - Administration [Emergency Medical Services] (\$515,815); Medical Examiner – Coroner (\$57,000); Public Health (\$25,000); and the Sheriff (\$947,403). The funding needed for Fiscal Year 2023-24 will be requested during the Fiscal Year 2023-24 Recommended Budget phase.

### **FACTS AND PROVISIONAL/LEGAL REQUIREMENTS**

Cal OES has provided the County Operational Area with specific guidelines for the management and administration of this grant. These guidelines detail the activities and expenditures that are allowable under the grant.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed County activities to be funded as identified in Attachment B, as well as the disbursement of funds to cities, do not constitute projects, pursuant to CEQA, because they are excluded from the definition of a project by Public Resources Code section 21065 and section 15378(b)(2) and (5) of the State CEQA Guidelines on the basis that they are continuing administrative or organizational activities of government, and do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In the alternative, the activities to be funded are categorically exempt from CEQA since they are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in section 15301 and 15322(a) of the State CEQA Guidelines and Classes 1(c) and (r) and 22(a) and (c) of the County's Environmental Documentation and Reporting Procedures and Guidelines, Appendix G which apply to building leases, and educational or training programs. In addition, based on the records of the proposed exempt activities, they will comply with all applicable regulations, are not located in a sensitive environment and there are no cumulative impacts, unusual circumstances damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code section 65962.5, or indications that the activities may cause a substantial adverse change in the significance of a historical resource that would make

the exemptions inapplicable.

Each subrecipient awarded funding is required by the subrecipient agreement to comply with CEQA, as applicable, in order to be reimbursed with grant funds. To the extent there are any changes proposed to the County activities to be funded by the County retained funds, the proposed activities will be reviewed for any further findings, which may be necessary under CEQA, prior to implementation of any activities which constitute a project. CEO staff will continue to assist the lead federal granting agency, as necessary, to complete its requirement under the National Environmental Policy Act.

### **CONTRACTING PROCESS**

Procurement for items referenced in Attachment B will be under the statutory authority of the County's Purchasing Agent and will be requisitioned, solicited, and purchased in accordance with County Purchasing Policies and Procedures.

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

The Grant provides funding to the County for planning, equipment, training, exercises, and program management and administration for emergency prevention, preparedness, and response personnel which will have a positive impact on current services by improving and enhancing the County's ability to prevent, protect against, mitigate, respond to, and recover from potential terrorist attacks and other disasters.

### **CONCLUSION**

Upon execution by the Board, please send a copy of the adopted Board letter and two originals of the signed GBR to the CEO - Homeland Security Grants Administration for processing.

Respectfully submitted,

{{Sig\_es\_:signer1:signature}}

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:AC  
TT:CH:JN:ar

Attachments

The Honorable Board of Supervisors  
December 6, 2022  
Page 5

c: Executive Office, Board of Supervisors  
County Counsel  
Sheriff  
Fire  
Health Services  
Medical Examiner - Coroner  
Public Health

DRAFT



**Governing Body Resolution**

*Covers Grant Years:  
2022 SHSP, 2023 SHSP, 2024 SHSP*

*BE IT RESOLVED BY THE Board of Supervisors OF THE County of Los Angeles THAT*

- Chief Executive Officer , *OR*
- Chief Deputy , *OR*
- Assistant Chief Executive Officer , *OR*
- Manager, CEO , *OR*
- Principal Analyst, CEO

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022

***Certification***

I, \_\_\_\_\_, duly appointed and  
(Name)

\_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by  
the \_\_\_\_\_ of the \_\_\_\_\_ on the  
(Governing Body) (Name of Applicant)

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
(Official Position)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**2022 STATE HOMELAND SECURITY PROGRAM  
ALLOCATION TO COUNTY DEPARTMENTS**

<u>Department</u>	<u>Project Description</u>	<u>Amount</u>
Chief Executive Office	Various costs related to fiscal management of the overall grant program.	\$ 474,073
Chief Executive Office - Office of Emergency Management	County EOC Watch Center Equipment, including tools that support data mining, social media assessment, alerts and warnings, evacuations and planning capabilities	\$ 450,369
Fire	Joint Hazard Assessment Team and Regional Training Group staffing	\$ 492,733
Health Services - EMS	Antibiotics Replacement	\$ 515,815
Medical Examiner - Coroner	Incident Management Equipment, including chemical splash protective suits and boots; respirator fit testing; self-contained breathing apparatus systems; and air purifying respirators	\$ 57,000
Public Health	Personal Protective Equipment	\$ 25,000
Sheriff	Chainalysis; Intelligence Systems Subscription Services; Maintenance of Critical Infrastructure Screening Vessels; Regional EOC & Maintenance on current software; SkyTrac Automatic Flight Following System; Sheriff's Response Team Personnel training; Tactical EMS Training; Tactical EMS Training equipment; and Terrorism training	\$ 947,403

**Totals** \$ **2,962,393**

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/16/2022		
<b>BOARD MEETING DATE</b>	12/6/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Health Services		
<b>SUBJECT</b>	Request approval for the Department of Health Services to exceed the total incidental third-tier department expense limits of \$50,000 per year and \$10,000 per occurrence for Fiscal Year 2022-23 and subsequent two fiscal years to cover the costs of food and non-alcoholic beverage items for official functions, meetings and events associated with County business and in support of the Department's mission.		
<b>PROGRAM</b>	Health Services Administration		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>			
<b>COST &amp; FUNDING</b>	Total cost:	\$497,000.	Funding source:
			DHS' FY 2022-23 Final Budget
	TERMS (if applicable):		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Authorize the Director, or authorized designee, to exceed DHS' spending authority for incidental expenses for the current FY 2022-23, as well as FY 2023-24 and FY 2024-25; enter into one or more agreements and/or amend existing agreements for the provision of catering services associated with the various events and meetings held at DHS facilities; and increase the incidental expense limit for each of FY 2023-24 and 2024-25 by ten percent of the previous FY limit, to \$547,000 and \$601,000 respectively.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The COVID-19 pandemic took a significant toll on staff across DHS, particularly on those working in the clinical areas. The health care industry, which was already competitive, became even more so during this period. The combination of retirements among nurses and other clinical professionals, as well as staff leaving to take high-paying registry positions has put added stress on DHS' recruitment and retention efforts. The ability to offer engagement and recognition events, such as end-of-year celebrations or events tied to Hospital Week, Nurse's Week, Doctor's Day, and other clinical specialty weeks (e.g., weeks recognizing lab professionals, environmental service workers, social workers, etc.), as well as volunteer appreciation events support DHS's efforts to foster staff engagement and improve morale. Additionally, in support of DHS' commitment to increase employee engagement and retention, a Workforce Experience & Planning Survey will allow DHS to measure employee engagement and forecast retention needs. This survey is in partnership with Press Ganey, a nationally recognized data management company in healthcare that uses analytical software to benchmark and compare DHS to other hospitals across the nation. Providing food and beverage at		

	events and meetings is essential to encouraging staff participation, engagement and increasing teamwork.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Enrique Sandoval, ASM III, 213-288-7910, <a href="mailto:ESandoval3@dhs.lacounty.gov">ESandoval3@dhs.lacounty.gov</a> , Victoria Mansourian, Sr. County Counsel, 213-974-6681, <a href="mailto:vmansourian@counsel.lacounty.gov">vmansourian@counsel.lacounty.gov</a> ,

December 6, 2022

DRAFT  
DHS Letterhead

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 EXCEED INCIDENTAL EXPENSE LIMITS FOR OFFICIAL  
FUNCTIONS AND MEETINGS AND DELEGATED AUTHORITY TO ENTER INTO OR  
AMEND AGREEMENTS FOR RELATED SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval for the Department of Health Services to exceed the total incidental third-tier department expense limits of \$50,000 per year and \$10,000 per occurrence for Fiscal Year 2022-23 and subsequent two fiscal years to cover the costs of food and non-alcoholic beverage items for official functions, meetings and events associated with County business and in support of the Department's mission.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Director of Health Services (Director), or authorized designee, to exceed the Department of Health Services' (DHS) total incidental expense limit authority for Fiscal Year (FY) 2022-23 to purchase meals and food and non-alcoholic beverage(catering) services for functions, meetings, and other events (conferences, trainings, forums, staff appreciation and recognition, etc.) in an amount not to exceed \$497,000.
2. Delegate authority to the Director, or authorized designee, to negotiate and execute one or more agreements and/or amendment(s) to one or more existing agreements for purchase of meals and food and non-alcoholic beverage (catering) services for official functions, meetings, and events, in an aggregate amount not to exceed \$497,000, subject to review and approval by County Counsel.
3. Delegate authority to the Director, or authorized designee, (i) to extend the authority granted under Recommendations 1 and 2 above for FY 2023-24 and 2024-25 and (ii) to increase the incidental expense limit for each of FY 2023-24 and 2024-25 by ten percent of the previous FY limit, to \$547,000 and \$601,000 respectively.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The COVID-19 pandemic took a significant toll on staff across DHS, particularly on those working in the clinical areas. The health care industry, which was already competitive,

became even more so during this period. The combination of retirements among nurses and other clinical professionals, as well as staff leaving to take high-paying registry positions has put added stress on DHS' recruitment and retention efforts. The ability to offer engagement and recognition events, such as end-of-year celebrations or events tied to Hospital Week, Nurse's Week, Doctor's Day, and other clinical specialty weeks (e.g., weeks recognizing lab professionals, environmental service workers, social workers, etc.), as well as volunteer appreciation events support DHS's efforts to foster staff engagement and improve morale. Additionally, in support of DHS' commitment to increase employee engagement and retention, a Workforce Experience & Planning Survey will allow DHS to measure employee engagement and forecast retention needs. This survey is in partnership with Press Ganey, a nationally recognized data management company in healthcare that uses analytical software to benchmark and compare DHS to other hospitals across the nation. Providing food and beverage at events and meetings is essential to encouraging staff participation, engagement and increasing teamwork.

Approval of the recommended actions will authorize the Director, or authorized designee, to exceed DHS' spending authority for incidental expenses for the current FY 2022-23, as well as FY 2023-24 and FY 2024-25, and enter into one or more agreements and/or amend existing agreements for the provision of catering services associated with the various events and meetings held at DHS facilities. The third recommendation will allow to increase the incidental expense limit for each of FY 2023-24 and 2024-25 by ten percent of the previous FY limit, to \$547,000 and \$601,000 respectively.

### **Implementation of Strategic Plan Goals**

The recommended actions support Strategy III.1, "Continually Pursue Development of Our Workforce;" and Strategy III.3, "Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability;" of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

DHS' estimated costs for the FY 2022-23 is as follows: LAC+USC Medical Center (\$170,000), Harbor-UCLA Medical Center (\$85,000), Olive View-UCLA Medical Center (\$68,000), Rancho Los Amigos National Rehabilitation Center (\$29,000), the Ambulatory Care Network (\$58,000), Integrated Correctional Health Services (\$24,000), and Health Services Administration (\$63,000) (which includes, Office of Diversion and Reentry, Emergency Medical Services, Housing for Health, Organizational Management, etc.) for a total cost of \$497,000.

Funding for the aforementioned incidental expenses is included in DHS' FY 2022-23 Final Budget and will be requested in future FYs. There is no Net County Cost impact.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to the Incidental Expense Board Policy (Policy 4.095) (previously codified in County Code Section 5.40.097) revised on January 7, 2020, it is the County's policy to allow departments to purchase meals, food, and non-alcoholic beverage items for County employees for meetings, conferences, and events (e.g., training) deemed necessary by the Department Head to support their department's mission (Incidental Expense Policy).

The Honorable Board of Supervisors

December 6, 2022

Page 3

The Department is a Tier 3 and is subject to an annual incidental expense limit of \$50,000 and a per-occurrence limit of \$10,000. The Board approved the Department's similar requests in November 2020 and November 2021.

As per the instructions in the Incidental Expense Policy, should your Board approve the Department's request to exceed the annual \$50,000 limit, the Director will submit a request to the Auditor-Controller (A-C) to exceed the per-occurrence limit for the DHS facilities mentioned and ensure the A-C has approved the increase prior to committing the department's use of the requested limit increase.

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

Approval of the recommended actions will enable DHS to continue to cover the costs to host official departmental functions, meetings, and conferences which serve to advance your Board's priorities, as well as the Department's mission and commitment to improve patient care and maintain a motivated workforce of almost 38,000 members.

Respectfully submitted,

Christina R. Ghaly, M.D.

Director

CRG:mr

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

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/16/2022	
<b>BOARD MEETING DATE</b>	12/6/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Health Services	
<b>SUBJECT</b>	Approval of Authority to Negotiate Equipment Maintenance and Repair Services Master Agreements	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: There is no impact to net County cost.	Funding source:
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Be able to negotiate terms and conditions of any Equipment Maintenance and Repair Services (EMARS) Master Agreement with a single qualified vendor for the provision of equipment maintenance and repair services, in cases when only a single qualified vendor responds to an EMARS solicitation and takes exception to the terms and conditions, subject to prior review and approval by County Counsel, and notification to the Board and the Chief Executive Office.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Historically, DHS has developed individual Board approved agreements for medical and other equipment to support DHS facilities and direct patient care. With the prior delegations of authority on June 6, 2018 and October 29, 2019, DHS executed thirteen (13) standardized EMARS Master Agreements under eight (8) equipment categories through competitive solicitations. Aside from the equipment maintenance and repair agreements that were consolidated through the EMARS process, DHS currently still has nineteen (19) active individual equipment maintenance and repair agreements, including seventeen (17) sole source agreements, which DHS aims to contract through the streamlined EMARS solicitation process upon each agreement's expiration. Professional maintenance and repair of equipment is crucial to its proper functionality to provide accurate diagnoses that are critical to patient care and maximizes the equipment's effectiveness and longevity.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	



<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"><li>• DHS C&amp;G, Julio C. Alvarado (213) 288-7819, <a href="mailto:jalvarado@dhs.lacounty.gov">jalvarado@dhs.lacounty.gov</a></li><li>• County Counsel, Victoria Mansourian, (213) 974-6681, <a href="mailto:vmansourian@counsel.lacounty.gov">vmansourian@counsel.lacounty.gov</a></li></ul>

December 6, 2022

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:

**AUTHORITY TO NEGOTIATE  
EQUIPMENT MAINTENANCE AND REPAIR SERVICES  
MASTER AGREEMENTS  
(ALL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request delegated authority to negotiate terms and conditions of form Master Agreements for Equipment Maintenance and Repair Services (EMARS).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director, or authorized designee, to negotiate terms and conditions of any EMARS Master Agreement (Attachment 1) with a single qualified vendor for the provision of equipment maintenance and repair services, in cases when only a single qualified vendor responds to an EMARS solicitation and takes exception to the terms and conditions, subject to prior review and approval by County Counsel, and notification to the Board and the Chief Executive Office (CEO).
2. Reaffirm prior delegations of authority granted on [June 6, 2018](#) and [October 29, 2019](#) to the Director of Health Services (Director), or authorized designee, for execution of EMARS Master Agreements and amendments.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On June 6, 2018, your Board delegated authority to the Director, or authorized designee, to execute form Master Agreements with qualified contractors for the Department of Health Services (DHS) Equipment Maintenance and Repair Services (EMARS) to replace individual Board-approved agreements for medical and other equipment to support DHS facilities and direct patient care and to streamline procurement of equipment maintenance and repair services. On October 29, 2019, your Board also authorized the Director, or authorized designee, among other delegations, (i) to execute EMARS Master Agreements for additional equipment categories and (ii) to amend Master Agreements to add, delete and/or modify certain terms and conditions as required by law, County policy,

the Board or the CEO and to make changes to the maintained equipment and/or scope of services based on operational needs.

Up to date, DHS has executed thirteen (13) solicited form EMARS Master Agreements for eight (8) categories of equipment, which transitioned various individual equipment maintenance and repair agreements to be solicited under a uniform process. Currently, DHS still has nineteen (19) active individual equipment maintenance and repair agreements, including seventeen (17) sole source agreements, which need to be transitioned to EMARS Master Agreements as indicated in the [October 29, 2019 Board Letter](#) through the streamlined EMARS solicitation process before expiration of each such agreement. Professional maintenance and repair of equipment are crucial to the proper functionality of medical and other equipment that is critical to patient care and maximize the equipment's effectiveness and longevity.

Approval of Recommendation 1 will allow the Director, or authorized designee, to negotiate terms and conditions of an EMARS Master Agreement with any single qualified vendor responding to an EMARS solicitation, when such vendor is the only one authorized to perform the required equipment maintenance and repair services, such as an original equipment manufacturer. In order to reach agreement with any such single qualified vendor for equipment maintenance and repair services, which are critical for patient care, DHS may need to negotiate the terms and conditions of the pre-approved form EMARS Master Agreement with the vendor, subject to prior review and approval by County Counsel. The Board's approval of this recommendation will also enhance DHS' ability to comply with the requirements of The Joint Commission and will allow DHS to remain nimble in obtaining required maintenance and repair services in its very fast-paced and time-sensitive health care environment.

Approval of Recommendation 2 will allow the Director, or authorized designee, to continue to execute Master Agreements and amendments through a competitive solicitation process for the provision of EMARS until and through June 30, 2028.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

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

### **FISCAL IMPACT/FINANCING**

There is no fiscal impact.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The form EMARS Master Agreements include the most recent Board required provisions. The services provided under the EMARS Master Agreements are temporary and professional or technical in nature and/or are provided on a part-time or intermittent basis.

The Honorable Board of Supervisors

December 6, 2022

Page 3

Therefore, EMARS Master Agreements are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201) and are exempt from Proposition A (Los Angeles County Code Chapter 2.121).

### **CONTRACTING PROCESS**

Up to date, DHS released EMARS solicitations for automated medication packaging, automated pharmacy workflow system, cardiology, dialysis, electrical distribution, endoscopes, laboratory, neurodiagnostic and respiratory categories of equipment and, as a result, has awarded thirteen (13) Master Agreements.

The solicitations have been posted on the “Doing Business with the County” website and will remain open and continuous until DHS' needs are met. Solicitation responses will continue to be accepted and reviewed and additional qualified firms will be awarded Master Agreements while the solicitations are open.

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

Approval of the recommendations will allow DHS to obtain ongoing critical equipment maintenance and repair services for the operation of the medical facilities and direct patient care at DHS facilities.

Respectfully submitted,

Christina R. Ghaly, M.D.  
Director

CRG:jca:hs:al

Enclosures

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

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/16/2022	
<b>BOARD MEETING DATE</b>	12/6/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Health Services	
<b>SUBJECT</b>	Approval of Delegations of Authority for Contracting Actions Regarding Dental Services for the Department of Health Services.	
<b>PROGRAM</b>	Dental	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: To extend the term of two existing Sole Source Agreements, No. H-707924 and No. H-707927, and to execute four Sole Source Amendments to extend Agreement Nos. 78532, 78533, 78534, and 78535 to increase the contract rates for each Agreement and/or the County's maximum obligation accordingly.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	All Agreements are slated to expire, 12/31/22.	
<b>COST &amp; FUNDING</b>	Total cost: \$5,899,611.40	Funding source: DHS Fiscal Year 2022-23 Final Budget and will be requested in future years' budgets, as necessary.
	TERMS (if applicable):	
	Explanation: There is no impact to net County cost.	
<b>PURPOSE OF REQUEST</b>	Delegate authority to the Director of Health Services, or designee, to amend Dental Services Agreements with Roger P. Fieldman, DDS, Inc. to extend the term of two existing Sole Source Agreements, No. H-707924 and No. H-707927; and to execute four Sole Source Amendments to extend Agreement Nos. 78532, 78533, 78534, and 78535, to increase the contract rates for each Agreement and/or the County's estimated obligation accordingly; to add contingency for emergency and expanded services for Dental Services under these Agreements; and reaffirm prior delegations of authority approved by the Board of Supervisors to allow for the continued provision of Dental Services at the County's health care facilities.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The Board authorized DHS on December 11, 2018, to enter into two Sole Source Agreements with Dr. Fieldman due to an immediate and emergent need to obtain dental services from a qualified provider to avoid interruption of services at Roybal CHC and HDRHC. On December 15, 2020, the Sole Source Agreements were extended for an additional two years. Dr. Fieldman currently provides dental services at four other DHS facilities at 78532 (El Monte CHC), 78533 (Hudson CHC), 78534 (Humphrey CHC), and 78535 (Long Beach CHC); all six Agreements expire on December 31, 2022. Due to the financial impact of the COVID-19 Pandemic, inflation, and the rising costs to operate dental services, Dr. Fieldman is currently operating at a deficit at both current and planned staffing levels and has expressed the urgent need to renegotiate rates in order for his practice to preserve the continued provision of dental Services at the six (6) DHS facilities and to allow him to adequately operate dental services at sustainable financial levels during the extension period.	

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: DHS, Enrique Sandoval, ESandoval3@dhs.lacounty.gov, 213-288-7910 County Counsel, Victoria Mansourian, vmansourian@counsel.lacounty.gov, 213-974-6681

December 6, 2022

DRAFT  
DHS Letterhead

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

Dear Supervisors:

**APPROVAL OF DELEGATIONS OF AUTHORITY  
FOR CONTRACTING ACTIONS REGARDING DENTAL SERVICES FOR THE  
DEPARTMENT OF HEALTH SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request delegated authority to the Director of Health Services, or authorized designee, to amend six Agreements with Roger P. Fieldman, DDS, Inc. for Dental Services to extend the term, increase the rates and/or the County's combined estimated obligations accordingly and add contingency allocation for emergency, expanded and additional services; and reaffirm prior delegations of authority granted by the Board of Supervisors to allow for the continued provision of Dental Services at the County's health care facilities.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Make a finding pursuant to Los Angeles County Code Section 2.121.420 that Dental Services Agreements 78532, 78533, 78534 and 78535, as described herein, continue to be performed more economically by an independent contractor.
2. Delegate authority to the Director of Health Services (Director), or authorized designee, (i) to negotiate and execute Amendments to six Agreements with Roger P. Fieldman, D.D.S., Inc. (Dr. Fieldman) for Dental Services [Agreement H-707924 for Edward R. Roybal Comprehensive Health Center (Roybal CHC), Agreement H-707927 for High Desert Regional Health Center (HDRHC), Agreement 78532 for El Monte Comprehensive Health Center (El Monte CHC), Agreement 78533 for H. Claude Hudson Comprehensive Health Center (Hudson CHC), Agreement 78534 for Hubert H. Humphrey Comprehensive Health Center (Humphrey CHC) and Agreement 78535 for Long Beach Comprehensive Health Center (Long Beach CHC)] to: (a) extend the term of each Agreement for 27 months until and through March 31, 2025, with an option to automatically extend on a month-to-month basis by up to six (6) months until and through September 30, 2025; (b) increase the service rates for each Agreement by up to 10 percent annually in order to remain competitive; and

(c) add a contingency fund allocation equivalent to 15 percent of the County's combined estimated obligation for all six (6) Agreements for the extended term to allow for provision of emergency, expanded and additional services, including those resulting from the addition of service sites, with the option to shift and utilize the contingency fund allocation amongst the six (6) Agreements, with all amendments subject to prior review and approval by County Counsel; and (ii) to terminate the Agreements, if necessary, in accordance with the applicable provisions of the Agreements.

3. Reaffirm delegations of authority pertaining to these Agreements previously granted by the Board of Supervisors (Board) to the Director, or authorized designee, which allow DHS to amend the Dental Services Agreements, among other delegations, to: (a) add, delete and/or change certain terms and conditions as required by federal or State laws or regulations, County ordinance or policies of the Board or Chief Executive Office (CEO); (b) revise the scope of services to implement improvements and updates to technical or administrative operations; (c) approve and implement future Living Wage Ordinance (LWO) changes and Cost-of-Living Adjustments (COLAs) for Agreements subject to the LWO, consistent with the Board's COLA policy and the Agreements' provisions, with all amendments subject to prior review and approval by County Counsel.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

### **Background**

The County of Los Angeles (County) understands the importance of oral health as a component of overall health and has a long-standing history of providing dental services to its underserved and uninsured populations, both by County employees and contracted staff. Dental services provided by County cover prevention, detection and treatment of dental problems and more commonly include tooth extractions, filling of cavities, root canal procedures and treatment of tooth and gum diseases.

On October 4, 2016, following a Request for Proposals (RFP) issued by DHS on September 21, 2015, the Board approved four (4) Proposition A (Prop A) Agreements (78532, 78533, 78534 and 78535) with Dr. Fieldman for provision of Dental Services at El Monte CHC, Hudson CHC, Humphrey CHC and Long Beach CHC. These Prop A Agreements are slated to expire on December 31, 2022.

As a result of two (2) separate solicitations, the Board also awarded two (2) agreements to California Oral Health and Wellness (COHW) on January 15, 2013, for provision of Dental Services at HDRHC, and on October 4, 2016 for Roybal CHC. Following the dissolution of COHW, DHS terminated COHW's Roybal CHC agreement as of December 31, 2018 and allowed the HDRHC agreement to expire on the same date.



In order to avoid interruption of Dental Services at Roybal CHC and HDRHC, on December 11, 2018, the Board authorized DHS to enter into two (2) non-Prop A, Sole Source Agreements with Dr. Fieldman for provision of Dental Services at Roybal CHC and HDRHC to replace COHW, based on an immediate and emergent need for a qualified Dental Services provider at the two (2) facilities. These non-Prop A Agreements are also slated to expire on December 31, 2022.

### Recommendations and Justification

Approval of the first recommendation is required by Los Angeles County Code Section 2.121.420. In conformance with Prop A requirements, DHS determined that the Dental Services under the four (4) Prop A Agreements 78532, 78533, 78534 and 78535 continue to be performed more economically or more feasibly by an independent contractor Dr. Fieldman based on the Cost Analyses conducted by the DHS Contracts and Grants Division and, pursuant to Fiscal Manual Section 12.2.2, by the Auditor-Controller, since the estimated annual Agreement amounts for Hudson CHC and Humphrey CHC met the \$1 million threshold for the review. Attachment D provides the Cost Analysis Summary.

Approval of the second recommendation will allow the Director, or authorized designee, (i) to execute Amendments to the Dental Services Agreements with Dr. Fieldman to: (a) extend the term of each Agreement for 27 months until and through March 31, 2025, with an option to extend for additional six (6) months to allow DHS additional time to solicit for and execute successor agreement(s), if necessary; (b) increase the service rates for each Agreement by up to 10 percent in order to maintain competitive rates and be able to retain appropriate levels of qualified dental professionals to meet patients' needs; (c) add and maintain a contingency fund allocation for all six Dental Services Agreements that will allow DHS to continue to effectively manage unanticipated needs of the facilities; and (ii) to terminate the Agreements, if necessary, in accordance with the applicable provisions of the Agreements.

Due to the financial impact of the COVID-19 Pandemic, inflation and the rising costs of dental services, Dr. Fieldman previously informed DHS that he is currently operating at a deficit at both current and planned staffing levels and has expressed the urgent need to renegotiate rates in order for his practice to preserve the continued provision of dental services at the six DHS facilities. During this Pandemic, Dr. Fieldman has raised staff salaries approximately by 10% for Dental Assistants and by 5% for Dentists to keep pace with the competitive job market. Also, the current staffing needs have resulted in significant additional monthly costs over his budget, which is causing him to operate at a financial loss. An immediate contract rate increase of 10 percent for each Dental Services Agreement would relieve Dr. Fieldman from operating at a monthly financial deficit and would allow him to adequately operate dental services at sustainable financial levels.

As a result of the COVID-19 Pandemic and the ensuing Public Health Emergency Proclamation, the timeline for developing solicitations to replace the Agreements needed

to be delayed, as DHS had to divert contracting staff resources during the Pandemic to address critical needs in other areas of patient care, including nursing, physician coverage and community testing. Maintaining the relationship with Dr. Fieldman will allow DHS to continue provision of needed dental services at all six (6) DHS facilities without interruption and provide DHS with sufficient time to properly evaluate and determine the Department's post-Pandemic long-term needs, when the economy is stabilized, and to better leverage DHS resources. During this extension period, DHS intends to release a streamlined solicitation for provision of Dental Services at any DHS facility, including the six (6) facilities under the Agreements with Dr. Fieldman. This approach is in line with the Board's efforts to streamline the contracting process.

Soliciting for successor dental services agreements later during the extension period will allow DHS to better evaluate and determine its post-Pandemic and long-term needs, when it should be safe to conduct solicitation activities that require site visits and facility walk-throughs. DHS anticipates awarding successor agreements by or before September 30, 2025. Approval of this recommendation will also add a contingency fund allocation for emergency, expanded and additional services equal to 15 percent of the County's combined estimated obligation for all six (6) Agreements, with an option to shift the contingency fund allocations amongst the six (6) Agreements. This will allow DHS to continue to effectively manage unanticipated needs of the facilities by improving operational workflow and cost efficiency.

Approval of the third recommendation will allow the Director, or designee, to continue to exercise, during the extended term, delegations of authority previously granted by the Board, allowing DHS the flexibility for the continued provision of necessary services and the ability to remain nimble during uncertain times.

### **Implementation of Strategic Plan Goals**

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

### **FISCAL IMPACT/FINANCING**

The County's estimated obligation for Dental Services during the extension period for each Agreement is identified in Attachment B.

Funding is included in the DHS Fiscal Year 2022-23 Final Budget and will be requested in future years' budgets, as necessary. There is no impact to net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The two existing Sole Source Agreements for the provision of Dental Services at Roybal CHC and HDRHC were awarded by the Board as non-Prop A contracts and, therefore, are not subject to the LWO Program under Los Angeles County Code Chapter 2.201.

The four Dental Services Agreements for the provision of Dental Services at El Monte CHC, Hudson CHC, Humphrey CHC, and Long Beach CHC are Prop A Agreements and are subject to the requirements of the County's LWO Program. The contractor is in compliance with the Living Wage Program.

The County may terminate the Agreements for convenience upon ten (10) days prior written notice.

All amendments are subject to prior review and approval as to form by County Counsel.

### **CONTRACTING PROCESS**

On September 13, 2022, DHS notified the Board via Attachment A of its intentions to commence negotiations with Dr. Fieldman for the sole source Amendments in accordance with Board Policy No. 5.100. In light of the delays caused by the COVID-19 Pandemic and higher priority projects, Dr. Fieldman informed DHS of the financial impact that the Pandemic has on his practices while under the County Agreements and indicated that the Agreements are causing his dental office to operate at a financial loss. Dr. Fieldman expressed the urgent need to renegotiate rates in order to adequately operate his practice and provide dental services at sustainable financial levels. DHS recently validated that the statements made in the foregoing sole source notification remain true and accurate. The Sole Source checklist is attached as Attachment C in compliance with the Board Policy 5.100, Sole Source Contracts. DHS believes that it is in the best economic and operational interest of the County to obtain dental services from Dr. Fieldman on a sole source basis to preserve the continuity of dental services provided to DHS patients at the six (6) DHS facilities.

The Sole Source Checklist, Attachment C, is attached.

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

Approval of the recommendations will ensure the continued and uninterrupted provision of dental services at Roybal CHC, HDRHC, El Monte CHC, Hudson CHC, Humphrey CHC and Long Beach CHC.

Respectfully submitted,

The Honorable Board of Supervisors  
December 6, 2022  
Page 6

Christina R. Ghaly, M.D.  
Director

CRG:ylm

Enclosures (4)

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

September 13, 2022

**Los Angeles County  
Board of Supervisors**

**Hilda L. Solis**  
First District


**Holly J. Mitchell**  
Second District

**Sheila Kuehl**  
Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

TO: Supervisor Holly J. Mitchell, Chair  
Supervisor Hilda L. Solis  
Supervisor Sheila Kuehl  
Supervisor Janice Hahn  
Supervisor Kathryn Barger

FROM: Christina R. Ghaly, M.D.   
Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO  
NEGOTIATE SOLE SOURCE AMENDMENTS TO  
AGREEMENTS NO. H-707924, H-707927, 78532,  
78533, 78534, AND 78535 WITH  
ROGER P. FIELDMAN, DDS, INC.**

**Christina R. Ghaly, M.D.**  
Director

**Hal F. Yee, Jr., M.D., Ph.D.**  
Chief Deputy Director, Clinical Affairs

**Nina J. Park, M.D.**  
Chief Deputy Director, Population Health

**Elizabeth M. Jacobi, J.D.**  
Administrative Deputy

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 288-8050  
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[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

This is to advise the Board of Supervisors (Board) that the Department of Health Services (DHS) intends to request approval to execute amendments to extend the terms, and increase the compensation rates under Sole Source Agreements H-707924 and H-707927, and Proposition A Agreements 78532, 78533, 78534, and 78535 (Agreements). All Agreements are with Roger P. Fieldman DDS, Inc. (Dr. Fieldman). DHS has determined that extending these Agreements is essential to maintaining the continuity of dental services at six DHS facilities and is in the best economic interest of Los Angeles County (LA County). Further, Dr. Fieldman recently informed DHS of the financial impact the COVID-19 pandemic has had on his practices under the LA County contracts. Dr. Fieldman indicates that the Agreements are causing his dental office to operate at a loss. Dr. Fieldman has expressed the urgent need to re-negotiate rates in order to preserve the dental services he provides to DHS patients.

Board Policy No. 5.100 requires written notice of a department's intent to enter into Sole Source negotiations for extension of a Board-approved Agreement at least six months prior to the Agreement's expiration date. All six Agreements will expire on December 31, 2022. DHS initially planned to utilize existing authority delegated to the Director of DHS related to the COVID-19 pandemic to extend the terms of the Agreements, but due to the uncertain financial impacts of re-negotiating these contracts, DHS will return to the Board before the

*"To advance the health of our  
patients and our communities by  
providing extraordinary care"*



end of this calendar year for the approval of the proposed amendments.

## **Background**

Dr. Fieldman provides dental services at four DHS facilities, (El Monte, , H. Claude Hudson, , Hubert H. Humphrey , and Long Beach Comprehensive Health Centers) under existing Board-approved Proposition A Agreements since January 1, 2017, and is a long term contracted partner and provider for DHS. The term of these existing Agreements was January 1, 2017, through December 31, 2018, with two, two-year automatic renewal periods. The Agreements are currently on the second two-year automatic renewal period from January 1, 2021, to December 31, 2022.

On December 11, 2018, the Board authorized DHS to enter into two non-Proposition A Sole Source Agreements with Dr. Fieldman due to an immediate and emergent need to obtain dental services from a qualified provider to avoid the interruption of dental services at Edward R. Roybal Comprehensive Health Center (Roybal CHC), and High Desert Regional Health Center (HDRHC). The Agreements replaced terminated Agreements following the dissolution of the entity originally contracted to serve these locations. The Sole Source Agreements had an initial one-year term effective January 1, 2019, until and through December 31, 2019, with a one-year optional extension period. The Agreements were extended using the additional one-year extension option and were set to expire December 31, 2020.

On March 31, 2020, DHS notified the Board of its intentions to negotiate Amendments to extend the two existing Sole Source dental service Agreements with Dr. Fieldman. On December 15, 2020, the Board authorized DHS to extend the Agreements for the continued provision of Dental Services at Roybal CHC and HDRHC for two years from January 1, 2021, until and through December 31, 2022.

## **Justification**

Due to the COVID-19 pandemic, DHS had to divert contracting staff resources to address critical patient care needs and the timeline for developing solicitations to replace the subject Agreements has been delayed. Maintaining the current contracts with Dr. Fieldman is necessary as it will allow DHS to continue providing dental services to LA County's most vulnerable patients at six DHS facilities without interruption and allow DHS to have sufficient time to properly evaluate DHS' post-pandemic long-term needs, and better leverage existing resources in the best economic interest of LA County. During the extension period, DHS intends to release a streamlined solicitation that will cover all DHS facilities. This approach is in line with the Board's efforts to streamline the contracting process.

## **Conclusion**

If no objection is received from the Board within two weeks, DHS will proceed with the negotiations with Dr. Fieldman and return to the Board for approval of the negotiated amendments.

If have any questions you or your staff may contact Julio Alvarado, Director, Contracts and Grants Division, at [jalvarado@dhs.lacounty.gov](mailto:jalvarado@dhs.lacounty.gov).

CRG:ylm

Attachment

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

**COUNTY ESTIMATED OBLIGATION FOR DENTAL SERVICES AGREEMENTS  
BY FACILITY  
10% DELEGATED AUTHORITY (DA) INCREASE**

<b>EL MONTE COMPREHENSIVE HEALTH CENTER – ROGER P. FIELDMAN, D.D.S, INC. AGREEMENT NO. 78532</b>	
<b>Period</b>	<b>Cost</b>
November 1, 2022 – December 31, 2022	\$156,392.96
January 1, 2023 – December 31, 2023	\$938,357.77
January 1, 2024 – December 31, 2024	<b>TBD</b>
January 1, 2025 – June 30, 2025	<b>TBD</b>
<b>Subtotal Cost</b>	<b>\$1,094,750.73</b>

<b>H. CLAUDE HUDSON COMPREHENSIVE HEATH CENTER – ROGER P. FIELDMAN, D.D.S, INC. AGREEMENT NO. 78533</b>	
<b>Period</b>	<b>Cost</b>
November 1, 2022 – December 31, 2022	\$173,959.36
January 1, 2023 – December 31, 2023	\$1,043,756.21
January 1, 2024 – December 31, 2024	<b>TBD</b>
January 1, 2025 – June 30, 2025	<b>TBD</b>
<b>Subtotal Cost</b>	<b>\$1,217,715.57</b>

<b>HUBERT H. HUMPHREY COMPREHENSIVE HEATH CENTER – ROGER P. FIELDMAN, D.D.S, INC. AGREEMENT NO. 78534</b>	
<b>Period</b>	<b>Cost</b>
November 1, 2022 – December 31, 2022	\$170,826.74
January 1, 2023 – December 31, 2023	\$1,024,960.46
January 1, 2024 – December 31, 2024	<b>TBD</b>
January 1, 2025 – June 30, 2025	<b>TBD</b>
<b>Subtotal Cost</b>	<b>\$1,195,787.20</b>

<b>LONG BEACH COMPREHENSIVE HEATH CENTER – ROGER P. FIELDMAN, D.D.S, INC. AGREEMENT NO. 78535</b>	
<b>Period</b>	<b>Cost</b>
November 1, 2022 – December 31, 2022	\$79,098.76
January 1, 2023 – December 31, 2023	\$474,592.54
January 1, 2024 – December 31, 2024	<b>TBD</b>
January 1, 2025 – June 30, 2025	<b>TBD</b>
<b>Subtotal Cost</b>	<b>\$553,691.30</b>



**COUNTY ESTIMATED OBLIGATION FOR DENTAL SERVICES AGREEMENTS  
BY FACILITY  
10% DELEGATED AUTHORITY (DA) INCREASE**

<b>EDWARD R. ROYBAL COMPREHENSIVE HEATH CENTER – ROGER P. FIELDMAN, D.D.S, INC. AGREEMENT NO. H-707924</b>	
<b>Period</b>	<b>Cost</b>
November 1, 2022 – December 31, 2022	\$146,091.00
January 1, 2023 – December 31, 2023	\$876,546
January 1, 2024 – December 31, 2024	<b>TBD</b>
January 1, 2025 – June 30, 2025	<b>TBD</b>
<b>Subtotal Cost</b>	<b>\$1,022,637.00</b>

<b>HIGH DESERT REGIONAL HEATH CENTER – ROGER P. FIELDMAN, D.D.S, INC. AGREEMENT NO. H-707927</b>	
<b>Period</b>	<b>Cost</b>
November 1, 2022 – December 31, 2022	\$116,432.80
January 1, 2023 – December 31, 2023	\$698,596.80
January 1, 2024 – December 31, 2024	<b>TBD</b>
January 1, 2025 – June 30, 2025	<b>TBD</b>
<b>Subtotal Cost</b>	<b>\$815,029.60</b>

## SOLE SOURCE CHECKLIST

Department Name: Health Services

New Sole Source Contract

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

12/11/2018

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> 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 checked="" 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

9/22/2022

Date

**Department of Health Services  
Proposition A – Dental Services  
Annual Cost Analysis Summary**

<b>FACILITY: El Monte CHC – Agreement No. 78532</b>				
<b>Annual Total</b>	<b>Minimum Estimated Avoidable Costs</b>	<b>Total Contract Price (Estimated)</b>	<b>Estimated Savings From Contracting</b>	<b>Percentage Savings</b>
	<b>\$2,308,109.40</b>	<b>\$938,352.00</b>	<b>\$1,369,757.40</b>	<b>%59.35</b>

<b>FACILITY: Hudson CHC – Agreement No. 78533</b>				
<b>Annual Total</b>	<b>Minimum Estimated Avoidable Costs</b>	<b>Total Contract Price (Estimated)</b>	<b>Estimated Savings From Contracting</b>	<b>Percentage Savings</b>
	<b>\$3,019,253</b>	<b>\$1,043,448</b>	<b>\$1,975,805</b>	<b>%65.4</b>

<b>FACILITY: Humphrey CHC – Agreement No. 78534</b>				
<b>Annual Total</b>	<b>Minimum Estimated Avoidable Costs</b>	<b>Total Contract Price (Estimated)</b>	<b>Estimated Savings From Contracting</b>	<b>Percentage Savings</b>
	<b>\$2,918,210</b>	<b>\$1,024,956</b>	<b>\$1,893,254</b>	<b>%64.9</b>

<b>FACILITY: Long Beach CHC – Agreement No. 78535</b>				
<b>Annual Total</b>	<b>Minimum Estimated Avoidable Costs</b>	<b>Total Contract Price (Estimated)</b>	<b>Estimated Savings From Contracting</b>	<b>Percentage Savings</b>
	<b>\$1,414,582.94</b>	<b>\$474,588.00</b>	<b>\$939,994.94</b>	<b>%66.45</b>

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

**DRAFT**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/16/2022	
<b>BOARD MEETING DATE</b>	12/6/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Public Health	
<b>SUBJECT</b>	<p align="center">AUTHORIZATION TO AMEND FOUR SOLE SOURCE CONTRACTS FOR SCHOOL LOCATED NOVEL CORONAVIRUS-2019 VACCINE CLINIC SERVICES TO EXTEND THE TERM EFFECTIVE JANUARY 1, 2023 THROUGH JUNE 30, 2023 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)</p>	
<b>PROGRAM</b>	INCIDENT COMMAND SYSTEM - COVID-19	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: To respond to the COVID-19 pandemic, these contracts were executed under CEO delegated authority under the October 13, 2020 Board motion	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Requesting authority to extend four contracts for school located COVID-19 vaccine clinics to June 30, 2023. Current contract terms end December 31, 2022.	
<b>COST &amp; FUNDING</b>	<b>Total cost:</b> 1) Contract will be extended at no additional cost 2) Requesting delegation of authority to the Director of Public Health, or designee, to execute future amendments to the contracts that allow for extending the term through December 31, 2023, at amounts determined by the Director of Public Health.	<b>Funding source:</b> California Department of Public Health's Grant Agreement Number 17-10326-A03 federal pass-through funds from Immunization Cooperative Agreement, Assistance Listing Number 93.268. Public Health anticipates continued funding, new funding and/or net County cost to cover the project periods through December 31, 2023.
	<b>TERMS (if applicable):</b> Various start dates, all four contracts currently expire December 31, 2022	
	<b>Explanation:</b> Funding will be included in Public Health's Final Adopted Budget for Fiscal Year (FY) 2023-24 and will be included in future FYs, as necessary.	
<b>PURPOSE OF REQUEST</b>	Approval to execute four school located COVID-19 Vaccine Clinic Services. These contracts were originally executed under the CEO delegated authority from the October 13, 2020 Board Motion.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The COVID-19 pandemic continues to have a significant negative impact on the health and well-being of Los Angeles County (LAC) residents. Public Health currently oversees engagement initiatives to reach communities throughout Los Angeles County (LAC) that have been most impacted by COVID-19 and ensure that they receive culturally and linguistically appropriate outreach. Public Health is also responsible for providing access to COVID-19 vaccines throughout LAC. Public Health extends and	

	expands efforts by implementing a spectrum of services designed to address urgent COVID-19 needs and creating infrastructure for post-pandemic recovery in communities hardest hit by COVID-19. Public Health is partnering with schools to provide vaccinations at schools in communities hardest hit by COVID-19.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The programs supported by these contracts help to advance health equity, eliminate health inequities, and facilitate access to education and resources that support optimal health and well-being in communities hit hardest by COVID-19.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: #2 Alliance for Health Integration - these contracts help reduce health inequities by addressing negative health outcomes with a comprehensive and integrated community-based approach to decrease the incidence of vaccine preventable illness and by partnering with community-based organizations and other stakeholders to identify and address health inequities in areas hit hardest by COVID-19.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Joshua Bobrowsky, Director Government Affairs, Public Health <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a>  Program Office, Cara Dolan <a href="mailto:cdolan@ph.lacounty.gov">cdolan@ph.lacounty.gov</a> Office: (347) 563-5847  Emily Issa, Senior Deputy County Counsel <a href="mailto:eissa@counsel.lacounty.gov">eissa@counsel.lacounty.gov</a>



DRAFT

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

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

**MEGAN McCLAIRE, M.S.P.H.**  
Chief Deputy Director

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Los Angeles, California 90012  
TEL (213) 288-8117 • FAX (213) 975-1273

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**BOARD OF SUPERVISORS**

**Hilda L. Solis**  
First District

**Holly J. Mitchell**  
Second District

**Sheila Kuehl**  
Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

December 6, 2022

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 AMEND FOUR SOLE SOURCE CONTRACTS FOR SCHOOL  
LOCATED NOVEL CORONAVIRUS-2019 VACCINE CLINIC SERVICES TO EXTEND  
THE TERM EFFECTIVE JANUARY 1, 2023 THROUGH JUNE 30, 2023  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute amendments to four Novel Coronavirus-2019 sole source service contracts to extend the term effective January 1, 2023 through June 30, 2023, and delegated authority to amend these contracts for other various actions.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to execute four sole source contract amendments for the provision of school located Novel Coronavirus-2019 (COVID-19) vaccine services, substantially similar to Exhibit I, with the agencies listed in Attachment A, which were originally executed under the Chief Executive Office (CEO) delegated authority from the October 13, 2020 Board Motion, to extend the term of the contracts for the period of January 1, 2023 through June 30, 2023, at no additional cost.

2. Delegate authority to the Director of Public Health, or designee, to execute future amendments to the contracts that: 1) allow for extending the term through December 31, 2023, at amounts determined by the Director of Public Health; 2) allow for the rollover of unspent funds; and/or 3) provide an increase or decrease in funding up to 25 percent above or below each term's annual base maximum obligation, as necessary, effective upon amendment execution and make corresponding service adjustments, as necessary, provided that sufficient funding is available in the existing grant funds or other existing Public Health funding to support COVID-19 response, all subject to review and approval by County Counsel, and notification to your Board and the CEO.
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the sole source contracts listed in Attachment A that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or make corrections to the contract's terms and conditions.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend the sole source contracts listed in Attachment A upon issuing a written notice to contractors who fail to perform and/or fully comply with program requirements; to terminate the contracts for convenience by providing a 30-calendar day advance written notice to the contractors; and to accept voluntary contract termination notices from contractors.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

On March 4, 2020, the Board declared a local and public health emergency in response to the increased spread of COVID-19 across the country. Public Health currently oversees engagement initiatives to reach communities throughout Los Angeles County (LAC) that have been most impacted by COVID-19 and ensure that they receive culturally and linguistically appropriate outreach. Public Health is also responsible for providing access to COVID-19 vaccines throughout LAC. Public Health extends and expands efforts by implementing a spectrum of services designed to address urgent COVID-19 needs and creating infrastructure for post-pandemic recovery in communities hardest hit by COVID-19. Public Health is partnering with schools to provide vaccinations at schools in communities hardest hit by COVID-19.

Under the CEO delegated authority, Public Health has executed contracts that vary in scope and require collaboration with specific entities to further Public Health's mission to protect and improve the health and well-being of over 10 million LAC residents and millions of travelers visiting each year.

Approval of Recommendation 1 will allow Public Health to execute amendments to four sole source contracts listed in Attachment A, at no cost through June 30, 2023, to allow for continued school located COVID-19 vaccine clinic services. The school located COVID-19 Vaccine Clinic program involves partnerships with healthcare partners to provide COVID-19

vaccine and wrap-around healthcare, and social safety-net screenings at schools in the most underserved regions of LAC.

Approval of Recommendation 2 will allow Public Health to amend the four sole source contracts to: 1) extend the term through December 31, 2023 at amounts determined by the Director of Public Health; 2) allow the rollover of unspent funds; and/or 3) provide an increase or decrease in funding up to 25 percent above or below each term's annual base maximum obligation, as necessary, effective upon amendment execution or at the beginning of the applicable agreement term and make corresponding service adjustments, as necessary, provided that sufficient funding is available in the existing grant funds or other existing Public Health funding to support COVID-19 response.

Recommendation 3 will allow Public Health to execute change notices to the sole source contracts listed in Attachment A that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or make corrections to contract terms and conditions.

Approval of Recommendation 4 will allow Public Health to immediately suspend the contracts listed in Attachment A with contractors who fail to perform and/or to fully comply with program requirements, to terminate contracts for convenience by providing a 30-calendar day advance written termination notice to contractors, and to accept a voluntarily requests to terminate their contracts.

### **Implementation of Strategic Plan Goals**

The recommended actions support all three of the strategic plan goals contained in the County of Los Angeles Strategic Plan - Goal I, Make Investments that Transform Lives; and Goal II, Foster Vibrant and Resilient Communities.

### **FISCAL IMPACT/FINANCING**

The above-referenced contracts total combined cost is \$1,000,000 funded by federal pass-through funds from the Immunization Cooperative Agreement, Assistance Listing Number 93.268, via agreement with the California Department of Public Health. These contract extensions are at no additional cost through June 30, 2023, therefore there will be no fiscal impact associated with the amendments in Recommendation 1. Public Health anticipates continued funding or new funding to cover the project periods through December 31, 2023.

Funding is included in Public Health's Final Adopted Budget fiscal year (FY) 2022-23 and will be included in future FYs, as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**



On January 30, 2020, the World Health Organization (WHO) declared the COVID-19 outbreak a public health emergency of international concern.

On March 4, 2020, the Board declared a local and public health emergency in response to the increased spread of COVID-19 across the country.

On October 13, 2020, the Board of Supervisors delegated authority to the Acting CEO, or designee(s) which includes departments, in consultation with County Counsel, to enter into, execute, amend, and if necessary, terminate, contracts, including sole source, necessary to support LAC's continued efforts to assist and address the health, safety, and welfare of LAC residents during the COVID-19 pandemic and in compliance with requirements of the federal or state funding source for such contract.

As required under Board Policy 5.120, your Board was notified on xxx, of Public Health's request to increase or decrease funding up to 25 percent above or below the annual base maximum obligation. A 10 percent delegated authority will not allow sufficient flexibility to adjust for higher costs tied to COVID-19 service contracts. Given the numerous funding shifts across COVID-19 service contracts that has occurred previously, Public Health is forecasting the continuous need to have the flexibility to shift such costs which may result in the increase or decrease of funds, greater than the standard 10 percent.

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

### **CONTRACTING PROCESS**

The execution of the sole source contracts listed in Attachment A were completed under the October 13, 2020 CEO delegated authority to support LAC's continued efforts to assist and address the health, safety, and welfare of LAC residents during the COVID-19 pandemic and to comply with the requirements of the federal or state funding sources supporting each contract.

Under this Board letter, Public Health is requesting authority to execute amendments to these sole source contracts identified in Attachment A.

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

It is essential that these critical services are extended in order to address the continuing COVID-19 pandemic. Approval of these recommendations will ensure Public Health's ability to provide an uninterrupted, rapid response to these critical public health issues.

Respectfully submitted,

The Honorable Board of Supervisors  
December 6, 2022  
Page 5

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

BF:mo  
#06596

Enclosures

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

DRAFT

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

**SCHOOL-LOCATED COVID-19 VACCINE CLINIC SERVICES  
 FUNDING SOURCE: CALIFORNIA DEPARTMENT OF PUBLIC HEALTH -  
 GRANT AGREEMENT NUMBER 17-10325 AO3**

<b>Contract #</b>		<b>Contractor Name</b>	<b>Current Contract Term DOE - 12/31/22</b>	<b>Extension Contract Term 1/1/23 - 6/30/23</b>
1	PH-004747	St. Johns Well Child and Family Center	\$ 347,705	No additional funding
2	PH-004749	Bartz-Altadona Community Health Center	\$ 295,000	No additional funding
3	PH-004750	Herald Christian Health Center	\$ 201,000	No additional funding
4	PH-004905	Southern California Medical Center	\$ 156,295	No additional funding
<b>TOTAL MAXIMUM OBLIGATION</b>			<b>\$ 1,000,000</b>	

**DEPARTMENT OF PUBLIC HEALTH  
SCHOOL-LOCATED COVID-19 VACCINE CLINICS**

Amendment No. x

THIS AMENDMENT ("Amendment") is made and entered into on \_\_\_\_\_

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

and XXX  
(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 xxx, 2022, the County and Contractor entered into Contract No. PH-004xxx to provide School-Located COVID-19 Vaccine Clinics for the Department of Public Health ("Public Health"); and

WHEREAS, on March 4, 2020 the County Board of Supervisors and Public Health declared a local and public health emergency in response to the increased spread of the Novel Coronavirus 2019 ("COVID-19") across the country; and

WHEREAS, on December 6, 2022, the Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute amendments to the Contract; and

WHEREAS, it is the intent of the Parties to amend Contract Number PH-00xxxx to extend the term, and make other designated changes; and

WHEREAS, said Contract provides that changes in accordance with Paragraph 7 may be made in the form of a written amendment which is formally approved and executed by the Parties; and

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

WHEREAS, County has been allocated funds from California Department of Public Health's Grant Agreement Number 17-10326-A03 federal pass-through funds from Immunization Cooperative Agreement, Assistance Listing Number 93.268, of which a portion of each has been designated to the Contract. Contractor is a subrecipient of this grant with all the duties and obligations of that designation.

NOW THEREFORE, the Parties agree as follows:

1. This Amendment is hereby incorporated into the original Contract, and all of 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 upon execution.

3. EXHIBIT C BUDGET, is deleted in its entirety and replaced with EXHIBIT C-x BUDGET, attached hereto and incorporated by reference. All references in the Contract to "EXHIBIT C, BUDGET", shall be deemed amended to state "EXHIBIT C-x, BUDGET."

4. Paragraph 4, TERM OF CONTRACT, is deleted in its entirety and replaced as follows:

"4. TERM OF CONTRACT:

The term of this Contract is effective upon execution and will continue in full force and effect through June 30, 2023, unless sooner

terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify Program Office when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to (Program Office) at the address herein provided in Exhibit J."

5. Paragraph 5, subparagraph A is deleted in its entirety and replaced with the following:

"5. MAXIMUM OBLIGATION OF COUNTY:

A. For the period of date of execution through June 30, 2023, the maximum obligation of County for all services provided hereunder will not exceed \_\_\_\_\_dollars (\$\_\_\_\_\_), as set forth in Exhibit C-x, attached hereto and incorporated herein by reference. County has allocated funds from California Department of Public Health's Grant Agreement Number 17-10326-A03 federal pass-through funds from Immunization Cooperative Agreement, Assistance Listing Number 93.268, of which a portion of each has been designated to this Contract."

7. Paragraph 7, ALTERATION OF TERMS/AMENDMENTS, Subparagraphs C and D, are added to read as follows:

"C. Notwithstanding Paragraph 7A., in instances where the County's Board of Supervisors has delegated authority to the Director

to amend this Contract to permit no cost extensions of the Contract term. Amendment will be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and will be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections to the Contract's terms and conditions, a written Change Notice will be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice will be incorporated into and become part of this Contract."

8. Paragraph 32, COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES, is deleted in its entirety and replaced as follows:

"32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES: Contractor, and any subcontractors, must comply with the fair chance employment practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract."

/

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

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By: \_\_\_\_\_  
Contracts and Grants Division Management

#06351/mo

PH-XXXXXX SCHOOL LOCATED COVID-19 VACCINE CLINICS



**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

**DRAFT**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/16/2022	
<b>BOARD MEETING DATE</b>	12/6/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Public Health (Public Health)	
<b>SUBJECT</b>	APPROVAL TO EXECUTE TWO SOLE SOURCE CONTRACTS AND AUTHORIZATION TO EXECUTE TEMPORARY SINGLE CASE AGREEMENTS FOR THE PROVISION OF SUBSTANCE USE DISORDER TREATMENT SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)	
<b>PROGRAM</b>	Substance Abuse Prevention and Control (SAPC)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: During fiscal year (FY) 2018-19, ongoing closures of numerous Probation Camps resulted in Public Health-SAPC terminating its contracts with Phoenix Houses of Los Angeles, Inc. (PHLA) and Tarzana Treatment Centers, Inc. (TTC), which provided in-custody juvenile treatment centers. Public Health-SAPC is requesting approval to enter into sole source contracts with PHLA and TTC to implement the Juvenile Justice Substance Use Disorder Treatment Services (JJSUDTS) Program to meet the current emergent needs of the Secure Youth Treatment Facilities (SYTF) population. Both PHLA and TTC are Drug-Medi-Cal certified providers and have an extensive history of working with in-custody populations of youth and young adults including experience with those exiting Probation's juvenile system. The expertise of these two agencies is crucial to providing interim services until Public Health-SAPC completes a full competitive solicitation for these services.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$205,884	Funding source: Intra-Fund Transfer (IFT) from the Probation Department
	<b>TERMS (if applicable):</b> The term for the two JJSUDTS Sole Source contracts are effective upon execution through June 30, 2023. The term for the Single Case Agreements will be effective upon execution, not to exceed 365 days.	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Approval will allow Public Health-SAPC to enter into sole source agreements with previously vetted providers for the provision of JJSUDTS in juvenile halls and camps in Los Angeles County; and authorization will allow Public Health-SAPC to enter into temporary single case agreements with service providers that are not currently contracting with Public Health-SAPC, but may offer SUD treatment services to unique populations or in specific areas.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	<b>Juvenile Justice SUD Treatment Services Contracts</b> In response to the imminent closure of the California Division of Juvenile Justice (DJJ) effective June 30, 2023, the Probation Department has commenced preparing multi-	

<p><b>including any related motions)</b></p>	<p>disciplinary services to be delivered at Board-identified Secure Youth Treatment Facilities (SYTF) including Barry J. Nidorf Juvenile Hall, Camp Kilpatrick, Camp Scott and Dorothy Kirby Center for youth and young adults (12-25). As of September 1, 2022, there are 56 SYTF youth and young adults being housed at Barry J. Nidorf with Probation estimating an increase to 160 dispositioned youth and young adults to County supervision by the end of Fiscal Year 2022-2023. These SYTF youth and young adults are detained for having committed serious offenses as juveniles, resulting in longer stays in-custody and having unique needs compared to the traditional youth housed in the County juvenile justice system.</p> <p>The Probation Department reached out to Public Health-SAPC to request immediate implementation of SUD Early Intervention and Treatment Services in the halls and the camps for the SYTF population. Since DJJ has already transitioned some of these youth and young adults back to the County where many are in need of SUD services, it is critical for SUD Early Intervention and treatment services to be implemented as soon as possible.</p> <p><b>Single Use Agreements</b> Beneficiaries may need medically necessary Drug Medi-Cal Organized Delivery System services from a provider who is outside Public Health-SAPC's current network of contracted providers. All out of network providers must meet specified requirements, including but not limited to those required by the California Department of Healthcare Services for Medicaid Managed Care Plans. Beneficiaries have the choice to choose an out of network provider, therefore Public Health-SAPC must have the ability to quickly enter into a short-term single use agreement for services for the individual beneficiary.</p>
<p><b>EQUITY INDEX OR LENS WAS UTILIZED</b></p>	<p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No If Yes, please explain how:</p>
<p><b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b></p>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No      If Yes, please state which one(s) and explain how: <b>Priority:</b> Care First, Jail Last: By providing SUD services to juveniles in the halls and the camps of Secure Youth Treatment Facilities.</p>
<p><b>DEPARTMENTAL CONTACTS</b></p>	<p>Name, Title, Phone # &amp; Email: Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871 <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a> Gary Tsai, Public Health Substance Abuse Prevention and Control, (626) 299-3504 <a href="mailto:GTsai@ph.lacounty.gov">GTsai@ph.lacounty.gov</a> William Birnie, Senior Deputy County Counsel, (213) 418-5668 <a href="mailto:wbirnie@counsel.lacounty.gov">wbirnie@counsel.lacounty.gov</a></p>



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

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

**MEGAN McCCLAIRE, M.S.P.H.**  
Chief Deputy Director

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**DRAFT**

**BOARD OF SUPERVISORS**

**Hilda L. Solis**  
First District

**Holly J. Mitchell**  
Second District

**Sheila Kuehl**  
Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

December 6, 2022

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 TWO SOLE SOURCE CONTRACTS AND  
AUTHORIZATION TO EXECUTE TEMPORARY SINGLE CASE AGREEMENTS FOR  
THE PROVISION OF SUBSTANCE USE DISORDER TREATMENT SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to execute two sole source contracts to provide juvenile justice substance use disorder treatment services, and request authorization to execute temporary single case agreements for the provision of substance use disorder services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to execute two sole source contracts, substantially similar to Exhibit I, with Phoenix Houses of Los Angeles, Inc. (PHLA), and Tarzana Treatment Centers, Inc. (TTC), for the provision of Juvenile Justice Substance Use Disorder Treatment Services (JJSUDTS) at juvenile halls and camps, effective upon execution through June 30, 2023, at a total maximum obligation of \$205,884, consisting of \$102,942 for the period upon execution through June 30, 2023, per contract; 100 percent offset by Intra-Fund Transfer (IFT) from the Probation Department.

2. Delegate authority to the Director of Public Health, or designee, to execute temporary single case agreements, substantially similar to Exhibit II, with various substance use disorder (SUD) treatment providers, for the provision of as needed treatment services, with contract terms not to exceed 365 days, with services reimbursed at the rates for SUD services effective in the fiscal year (FY) when the services are provided, offset by available funding.
3. Delegate authority to the Director of Public Health, or designee, to execute written amendments to the contracts referenced in Recommendation 1, to extend the term for one additional one-year term through June 30, 2024, contingent upon availability of funds; allow the rollover of unspent funds; provide an internal reallocation of funds between budgets, as applicable; provide an increase or decrease in funding, and if the total annual increase is 35 percent or higher above each term's annual base maximum obligation four weeks' advance notice will be provided to your Board, effective upon amendment execution, or at the beginning of the applicable contract term; and make any corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Officer (CEO).
4. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contracts referenced above that authorize modifications to, or within, budget categories within each budget year, and to make corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contracts' terms and conditions.
5. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contracts mentioned above to incorporate Provider Network Bulletins issued to capture updates to federal and State regulation and guidance; and to the provisions of the Los Angeles County Drug Medi-Cal (DMC) Organized Delivery System (ODS), subject to review and approval by County Counsel.
6. Delegate authority to the Director of Public Health, or designee, to immediately suspend any contract upon issuing a written notice to contractors who fail to fully comply with program requirements; and to accept voluntary contract termination notices from Contractors.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Public Health Substance Abuse Prevention and Control (SAPC) historically administered contracts with PHLA and TTC for in-custody juvenile treatment services. However, during FY 2018-2019, ongoing closures of numerous Probation Camps resulted in the termination of these contracts by Public Health.

In response to the imminent closure of the California Division of Juvenile Justice (DJJ) effective June 30, 2023, the Probation Department has commenced preparing multi-disciplinary services to be delivered at Board-identified Secure Youth Treatment Facilities (SYTF). The Probation Department reached out to SAPC to request immediate

implementation of SUD Early Intervention and Treatment Services in the halls and the camps for the SYTF population. Since DJJ has already transitioned some of these youth and young adults back to the County where many are in need of SUD services, it is critical for SUD Early Intervention and treatment services to be implemented as soon as possible. As a result, SAPC is requesting approval to establish sole source contracts with PHLA and TTC, which are experienced with offering services to youth and young adults in the camps, as well as those exiting the juvenile justice system.

SAPC has worked to manage and implement the provisions and requirements of the DMC-ODS since it was launched in July 2017. SAPC continues to collaborate with network providers to identify areas of support and systems to improve access to and quality of treatment.

Approval of Recommendation 1 will allow Public Health to enter into sole source contracts with these two vetted providers for the provision of JJSUDTS in juvenile halls and camps in Los Angeles County, while a full competitive solicitation for these services is being completed.

Approval of Recommendation 2 will allow Public Health to enter into temporary single case agreements with service providers that are not currently contracted with SAPC but who may offer SUD treatment services to unique populations or in specific areas. These services will be paid at the SUD services rates posted annually on SAPC's website, updated each FY, and the funding will be offset by available funding at the time the services are paid for by SAPC.

Approval of Recommendation 3 will allow Public Health to execute written amendments to the contracts referenced in Recommendation 1 to extend the term for one (1) additional one-year term through June 30, 2024, contingent upon availability of funds; rollover unspent funds; provide an internal reallocation of funds between budgets, as applicable; provide an increase or decrease in funding, effective upon amendment execution, or at the beginning of the applicable contract term, and make any corresponding service adjustments, as necessary.

Approval of Recommendation 4 will allow Public Health to execute change notices to contracts referenced in Recommendation 1 that authorize modifications to or within budget categories, and make corresponding service adjustments, as necessary; additionally, it will allow for changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

Approval of Recommendation 5 will allow Public Health to execute change notices to incorporate Provider Network Bulletins issued to capture new provisions and requirements of the DMC-ODS in a timely manner in response to federal and State regulation and guidance, and community needs.

Approval of Recommendation 6 will allow Public Health to immediately suspend any contracts upon issuing a written notice to contractors who fail to fully comply with program requirements; and to accept voluntary contract termination notices from Contractors.

### **Implementation of Strategic Goals**

The recommended action supports Strategy II.2 – Support Wellness of our Communities; Objective II.2.4 – Promote Active and Healthy Lifestyles, of the County’s Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total cost for both sole source contracts for the period effective upon execution through June 30, 2023, is \$205,884; 100 percent offset by IFT from the Probation Department.

Temporary single case agreements will be funded by the most appropriate funding source based on patient demographics and funding guidelines, and the SUD services will be paid at the rates effective in the FY when the services are provided. There are no net County costs associated with this action.

Funding for these contracts has been included in Public Health’s Recommended Budget for FY 2022-23 and will be included in future FYs, as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

By participating in the DMC-ODS Waiver, SAPC must operate as a federally designated “prepaid inpatient health plan” in compliance with the Code of Federal Regulations Section 42, Part 438 (42 CFR Part 438). This requires SAPC to conduct a continuous quality assessment and performance improvement program, participate in an external quality review process, and establish a patient appeals and grievance process. Under California Advancing and Innovating Medi-Cal (CalAIM), SAPC will continue to transform the specialty SUD system, including payment reform and a move from Certified Public Expenditures to Intergovernmental Transfers.

As required by Board Policy 5.100, your Board was notified on November 2, 2022 of Public Health’s intent to request approval to execute two (2) sole source contracts for the provision of JJSUDTS at juvenile halls and camps.

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

### **CONTRACTING PROCESS**

Public Health is recommending the sole source contracts because these agencies are vetted and currently provide similar youth treatment services. Additionally, these agencies have historically provided in-custody juvenile treatment services in Los Angeles County.

SAPC is in the early stages of developing an expanded scope of services and a Request for Proposals for incarcerated youth treatment services with the intention to release it in the Spring of 2023.

The Honorable Board of Supervisors

December 6, 2022

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This is the first time that single case agreements are being used by Public Health to provide temporary SUD treatment services to unique populations or in specific areas.

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

The range of new SUD services that resulted from implementing the DMC-ODS Waiver significantly advances the potential for positive patient health outcomes and for producing overall cost savings to the safety net health care delivery system, particularly with greater service coordination and integration with physical and mental health care. Most importantly, enhanced service quality will improve the quality of life for patients, their families, and the communities in which they live.

Respectfully submitted,

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

BF:jt  
BL#06613

Enclosures

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

## SOLE SOURCE CHECKLIST

Department Name: DPH - Substance Abuse Prevention and Control New Sole Source Contract (Phoenix Houses of Los Angeles and Tarzana Treatment Centers, Inc.) Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: \_\_\_\_\_

N/A

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> 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 "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."
<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 checked="" 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 Benilla  
Chief Executive Office

11/1/22

Date



Contract No. PH-\_\_\_\_\_



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**AND**

**(CONTRACTOR)**

**FOR**

**JUVENILE JUSTICE SUBSTANCE USE DISORDER  
TREATMENT SERVICES**

**DEPARTMENT OF PUBLIC HEALTH  
JUVENILE JUSTICE SUBSTANCE USE DISORDER TREATMENT SERVICES  
CONTRACT**

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## **STANDARD EXHIBITS**

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope(s) of Work (Intentionally Omitted)
- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or  
Contractor Acknowledgement, Confidentiality, and Copyright  
Assignment Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Jury Service Program

## **UNIQUE EXHIBITS**

- Exhibit H – Charitable Contributions Certification
- Exhibit I – COVID-19 Vaccination Certification of Compliance and  
Confidentiality Forms)

Contract No. \_\_\_\_\_

**DEPARTMENT OF PUBLIC HEALTH  
JUVENILE JUSTICE SUBSTANCE USE DISORDER TREATMENT SERVICES  
CONTRACT**

THIS CONTRACT "Contract" is made and entered into on \_\_\_\_\_,

by and between

COUNTY OF LOS ANGELES (hereafter  
"County")

and

\_\_\_\_\_  
(hereafter "Contractor").

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

WHEREAS, on December 6, 2022, 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 contracts for Juvenile Justice Substance Use Disorder Treatment Services to preserve and protect the public's health; and

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

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

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

WHEREAS, it is the intent of the parties hereto to enter into Contract to provide Juvenile Justice Substance Use Disorder Treatment Services for compensation, as set forth herein; and

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

1. APPLICABLE DOCUMENTS:

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

Standard Exhibits

- Exhibit A – Statement of Work
- Exhibit B – Scope of Work (Intentionally omitted)
- Exhibit C – Budget(s)
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or  
Contractor Acknowledgement, Confidentiality, and Copyright  
Assignment Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Jury Service Program

Unique Exhibits

- Exhibit H – Charitable Contributions Certification
- Exhibit I – COVID-19 Vaccination Certification of Compliance and  
Confidentiality Forms)



2. DEFINITIONS:

A. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

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

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.

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

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

4. TERM OF CONTRACT:

The term of this Contract shall be effective date of execution and shall continue in full force and effect through June 30, 2023, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify (Program Office) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon

occurrence of this event, the Contractor shall send written notification to Substance Abuse Prevention and Control at the address herein provided, 1000 South Fremont Avenue, Building A-9 East, 3<sup>rd</sup> Floor, Box #34, Alhambra, California 91803.

5. MAXIMUM OBLIGATION OF COUNTY:

A. For the period of date of execution through June 30, 2023, the maximum obligation of County for all services provided hereunder shall not exceed one hundred two thousand, nine hundred forty-two dollars (\$102,942), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

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

C. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total maximum obligation under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph, NOTICES.

D. No Payment for Services Provided Following Expiration/

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

6. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit C attached hereto and incorporated herein by reference.

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

C. Invoices shall be submitted to County within thirty (30) calendar days after the close of each calendar month. County will make a reasonable effort to make payment within 30 days following receipt of a complete and correct

monthly invoice, County shall make payment in accordance with the Budget(s) attached hereto and incorporated herein by reference.

D. While payments shall be made in accordance with the fee-for-service rate(s) set out in the Budget(s) attached hereto, Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fee-for-service rate(s) set in the Budget(s), Contractor shall be reimbursed only for the actual costs. In no event shall County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs. Regardless of the amount of costs incurred by Contractor, in no event will the County pay or is obligated to pay Contractor more than the fees for the units of service provided up to the Contract maximum obligation.

E. Invoices shall be submitted directly to Substance Abuse Prevention and Control, 1000 South Fremont Avenue, Building A-9 East, 3<sup>rd</sup> Floor, Box #34, Alhambra, California 91803.

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

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

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the Contract period that shall serve as the basis for determining final amounts due to/from the 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 the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

G. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

H. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, Director shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

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

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

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) allow the rollover of unspent funds; 2) increase or decrease funding of each term's annual base maximum obligation; 2) reallocate funds between budgets within this Contract where such funds can be more effectively used by Contractor up to ten percent (10%) of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each budget, as reflected in Exhibit C and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and invoices to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, shall be



effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

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

8. ALTERATION OF TERMS/AMENDMENTS:

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

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

C. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to: 1) permit extensions of the Contract term; 2) allow the rollover of unspent Contract funds; 3) provide an internal reallocation of funds between budgets; 4) provide an increase or decrease of each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary; an Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, and corresponding adjustment of the scope of

work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

9. CONFIDENTIALITY:

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

B. Contractor shall 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 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall 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 shall be entitled to retain its own counsel, including, without limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of Exhibit E, Contractor Acknowledgement and Confidentiality Agreement.

10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE 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 shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff, or qualified, former County employees who are on a re-employment list, during the life of this Contract.

11. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability,

including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense, insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves

the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

Certificates shall 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 shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

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

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse,

or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall 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 shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall 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 shall be provided to County at least ten (10)

days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against



County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such

bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

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

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

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor 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 shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance

provisions, conditioned upon County's determination of changes in risk exposures.

13. INSURANCE COVERAGE REQUIREMENTS:

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

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

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned," "leased," "hired," and/or "non-owned" autos, as each may be applicable.

C. Workers Compensation and Employers' Liability: Contractor shall maintain insurance, or qualified self-insurance, satisfying statutory requirements; including Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is: (1) an employee leasing temporary staffing firm; or, (2) a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A)

naming the County as the Alternate Employer. Written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

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

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

D. During the term of this Contract and for seven (7) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or

such other appropriate date of first publication), County of Los Angeles. All Rights Reserved.” Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

15. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual

materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

16. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <https://auditor.lacounty.gov/wp-content/uploads/2022/05/A-C-Handbook-Revised-June-2021.pdf>

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

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

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation



(e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven (7) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available

the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

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

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

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's Public Health Contract Monitoring

Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

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

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12 month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide

for such access to the subcontract, books, documents, and records of the Subcontractor.

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

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

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been

resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for

those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

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

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

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

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

17. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall

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

18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004," increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

18B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a

federally funded health care program; and, (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

18C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner director, or other principal of any Subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract,



should it or any of its Subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

18D. WHISTLEBLOWER PROTECTIONS:

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

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

employee of the contractor, Subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

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

18E. MOST FAVORED PUBLIC ENTITY: If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

18J. COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY: This Contract is subject to Los Angeles County Board of Supervisors Policy Manual, Chapter 3, Administration and Government, 3.116 Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical

activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

18L. LIQUIDATED DAMAGES:

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

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the

County's payment to the Contractor; and/or (c) upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

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

18M. DATA DESTRUCTION:

A. 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>) for the County of Los Angeles' ("County") data and/or information, implied or expressed, maintained, processed, or stored by Contractor.

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Contractor shall 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 shall 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.

18R. GUIDELINES FOR STAFF TUBERCULOSIS SCREENING: Contractor shall adhere to Exhibit O, "Guidelines for Staff Tuberculosis Screening." Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Contract.

Annual tuberculin screening shall be done for each employee, volunteer, Subcontractor and consultant providing services hereunder on or before the twelve-month period ends from the last screening date. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test screening test, Tuberculin Sensitivity Test, Pirquet test, or PPD test for Purified Protein Derivative) or blood test (Quaniferon, IGRA, or T-spot) and if

positive a written certification by a physician that the person is free from active tuberculosis based on a chest x-ray prior, to resuming job duties.

18S. CHILD/ELDER ABUSE/FRAUD REPORT

A. Contractor's mandated reporting staff working on this Contract that are subject to California Penal Code (PC) Section 11164 et seq. shall comply with the reporting requirements described in PC Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by the aforementioned Code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

B. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at: (800) 540-4000, within 24 hours of suspicion of instances of child abuse.

C. Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code (WIC), Section 15600 et seq. shall comply with the reporting requirements described in WIC Section 15600 et seq., and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall

submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

D. Elder abuse reports shall be made by telephone to the Department of Workforce Development, Aging, and Community Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.

E. Contractor staff working on this Contract shall also immediately report all suspected fraud situations to County within three business days to DPSS Central Fraud Reporting Line at: (800) 349-9970 unless otherwise restricted by law from disclosing such information.”

19. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

20. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

21. CONTRACTOR'S OFFICES: Contractor's office is located at \_\_\_\_\_ Contractor's business telephone number is (\_\_\_\_) \_\_\_\_\_, facsimile (FAX) number is (\_\_\_\_) \_\_\_\_\_, and electronic Mail (e-mail) address is \_\_\_\_\_ Contractor shall notify County, in writing, of

any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

22. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Public Health  
Substance Abuse Prevention and Control  
Division  
1000 South Fremont Ave,  
Building A-9 East, 3<sup>rd</sup> Floor, Box #34  
Alhambra, CA 91803

Attention: Project Director

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

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_



23. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

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

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

D. Background and Security Investigations: Each of Contractor's staff and Subcontractors performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to,

criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

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

24. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the

legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

B. The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than 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, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

25. AUTHORIZATION WARRANTY: Contractor hereby 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 set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

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

27. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

28. COMPLAINTS: The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

A. Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

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

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

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

E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

F. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

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

I. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

29. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall 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. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall 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 shall be entitled to retain its own counsel, including without limitation, County

Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall 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.

30. COMPLIANCE WITH CIVIL RIGHTS LAW: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, 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. The Contractor shall comply with Exhibit D – Contractor's EEO Certification.

31. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated herein by reference into and made a part of this Contract.

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code)

or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or, 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The



provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

(4) Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

32. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON

HUMAN TRAFFICKING:

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

B. If Contractor or a member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

33. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

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

34. 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.

35. CONFLICT OF INTEREST:

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

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it

shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

36. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall 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 General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV), and the Department of Workforce Development, Aging and Community Services at [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV); and, DPSS will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees, as defined in Paragraph CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST, and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

37. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

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

lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

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

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

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

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

38. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information as to how to receive the poster can be found on the Internet at: <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>

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

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal



support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall 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).

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

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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

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

43. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the

Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

44. EMPLOYMENT ELIGIBILITY VERIFICATION:

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

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or

regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

45. DATA ENCRYPTION;

Contractor and any Subcontractor(s) shall comply with the encryption standards set forth below for electronically transmitted or stored personal information (PI), protected health information (PHI) and/or medical information (MI). PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(g).

A. Stored Data: Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e., software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

B. Transmitted Data: All transmitted (e.g., network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security

Implementations; and (2) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application- Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

C. Certification: The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

46. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

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

B. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably

necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

D. At any time during the 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, shall decide whether to approve exemption requests.

47. COUNTERPARTS ELECTRONIC SIGNATURES AND

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

48. FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

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

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

50. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to

comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

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

52. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit F.

53. INDEPENDENT CONTRACTOR STATUS:

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

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits,



federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

54. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall 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 shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall 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.

55. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, Section 504, where federal funds are involved. Contractor shall further establish and maintain written

procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

56. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during

employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its Subcontractors, bidders, or vendors without regard to race, color, religion,

national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend, or County may determine to terminate, this Contract. While 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 Department of Fair Employment and Housing or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to California Civil Code

Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

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

58. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

59. NOTICE OF DISPUTES: The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the 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 shall resolve it.

60. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor shall notify its employees, and shall 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 shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

61. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/> for printing purposes.

62. PROHIBITION AGAINST INDUCEMENT OR PERSUASION: Notwithstanding the above, the Contractor and the County agree that during the term of this Contract and for a period of one year thereafter, neither party shall 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.

63. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall 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.

64. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to 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 shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

65. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for



use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

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

D. Protection of Property in Contractor's Custody: Contractor shall 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 shall contact Director for instructions for disposition of any such property which is worn out or unusable.

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

66. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

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

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or

both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

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

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

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the

Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

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

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

69. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or early termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its Public Health shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no

greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

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

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance, and shall be conducted on a continuing basis. Contractor shall

develop and institute a plan for an annual evaluation of such training/staff development program.

71. SUBCONTRACTING:

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

(1) Identification of the proposed Subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any Subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including



Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

G. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as Subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

Contractor shall 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 and any services are to be performed under the subcontract.

H. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

I. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

J. The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

K. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

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

73. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which

performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los

Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

74. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as

if the notice of termination had been issued pursuant to Paragraph , TERMINATION FOR CONVENIENCE.

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

75. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by Contractor.

The Contractor must immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

76. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;

B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

C. The appointment of a Receiver or Trustee for Contractor;

D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

77. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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

shall terminate as of June 30<sup>th</sup>, of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

78. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

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

79. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every Statewide election, every Contractor and Subcontractors shall 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.

80. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

81. 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 shall not be affected thereby.

82. WAIVER: No waiver by the County of any breach of any provision of this Contract shall 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 shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

83. WARRANTY AGAINST CONTINGENT FEES:

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

B. For breach of this warranty, the County shall 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.

84. 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.

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

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

86. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- A. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must

be fully vaccinated against the novel coronavirus 2019 (“COVID-19”) prior to (1) interacting in person with County employees, interns, volunteers, and commissioners (“County workforce members”), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, “In-Person Services”).

- B. Contractor Personnel are considered “fully vaccinated” against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization (“WHO”).
- C. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered (“Vaccination Record Card”); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that

includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the California Department of Public Health (CDPH) vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

- D. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under

this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the U.S. Food and Drug Administration (FDA) or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  2. Wear a mask that is consistent with Center for Disease Control and Prevention (CDC) recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- E. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Contracts and Grants Division Management

#06613:jt

# **EXHIBIT A**

## **STATEMENT OF WORK**

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**ATTACHMENTS**

- 1 ATTACHMENT A – MINIMUM REQUIRED STAFF

# STATEMENT OF WORK

## 1.0 INTRODUCTION

Substance use disorders (SUD) among youth and young adults are a public health concern that can cause lifelong adverse behavioral health conditions if left untreated. Yet according to the National Institute on Drug Abuse<sup>1</sup>, youth and young adults are unlikely to seek treatment on their own. As such, it is critical to address SUD among this at-risk population while their brain is continuing significant cognitive development which if altered, can contribute to poor decision making, lack of impulse control, behavioral problems, repeated substance use and ultimately high-risk involvement in the criminal justice system. In Fiscal Year 2019-2020, 1,770 youth (ages 12-17) and 4,966 young adults (ages 18-25) were admitted into community-based SUD programs with 18 percent reporting involvement in the criminal justice system at the time of admission.<sup>2</sup> Yet, there is little access to SUD treatment services for this population while they are detained in the County's Probation halls and/or camps (*referred to as "juvenile justice system" from this point forward*) that can prepare them for successful re-entry focused on sobriety. This gap poses an increased risk for SUDs to be exacerbated and thus may contribute to ongoing criminal behavior and increase the risk of this population shifting into the adult criminal justice system.

In addition to this gap in services, the County is preparing for the influx of youth and young adults who are transitioning to local supervision in Secure Youth Treatment Facilities (SYTF) in response to Senate Bill (SB) 823-The Juvenile Justice Realignment Bill. SB 823 will implement a full closure of the California Department of Corrections and Rehabilitation-Division of Juvenile Justice (DJJ) set for June 30, 2023 which will shift in-custody supervision of juvenile offenders serving lengthy incarcerations to the County level. On September 15, 2021, the County's Board of Supervisors requested a plan to ensure SUD and recovery services are made available to this high-risk population. On March 22, 2022, the Board passed a motion identifying dedicated SYTF locations for this population and to ensure access to care for behavioral health services, including SUD treatment services. Services are aimed for newly dispositioned young adults diverted from DJJ to the County and those already placed in SYTF under supervision by the County's juvenile justice system.

In response to these Board motions, the Juvenile Justice Substance Use Disorder Treatment (JJSUDT) program has been developed as an

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<sup>1</sup> National Institute on Drug Abuse. (2014). Principles of Adolescent Substance Use Disorder Treatment: A Research Based Guide.

<sup>2</sup> Annual Review of Patients in Publicly Funded Substance Use Disorder Treatment Programs in Los Angeles County, 2019-2020 Fiscal Year. Health Outcomes and Data Analytics Section, Substance Abuse Prevention and Control, Los Angeles County Department of Public Health, August 2021.



interdepartmental collaboration between the Department of Public Health Substance Abuse Prevention and Control (DPH-SAPC) and the Probation Department (Probation) to provide Early Intervention and SUD treatment services in custody to youth and young adults (*referred to as "patients" from this point forward*) housed in identified SYTF locations.

Specific services to be provided under this Statement of Work (SOW) include 1) At-risk Early Intervention services to prevent SUDs from developing and/or worsening, and 2) Direct SUD treatment services for those who meet the American Society of Addiction Medicine (ASAM) Criteria for a SUD. Additionally, services under this SOW shall incorporate trauma-informed care, establishment of appropriate relapse prevention strategies to prepare patients for later stages of recovery, and case management and re-entry planning to prepare patients for reintegration to society which may include post-release Probation supervision.

## 2.0 DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless indicated otherwise.

- a. **American Society of Addiction Medicine (ASAM) Co-Triage Tool:** A validated, allowable, electronic screening tool for young adults (18-20) and adults (21 and over), developed by the American Society of Addiction Medicine.
- b. **Cognitive Behavioral Therapy:** A short-term, goal-oriented psychotherapy treatment that takes a hands-on, practical approach to problem-solving. Cognitive behavioral therapy (CBT) focuses on exploring relationships between a person's thoughts, feelings, and behaviors. During CBT, a therapist will actively work with the patient to uncover unhealthy patterns of thought and how they may be causing self-destructive behaviors and beliefs. By addressing these patterns, the patient and therapist can work together to develop constructive ways of thinking that will produce healthier behaviors and beliefs.
- c. **Division of Juvenile Justice (DJJ):** A division of the California Department of Corrections and Rehabilitation responsible for the oversight of youth and young adults ages 12-25. DJJ is slated to sunset its operations June 30, 2023, shifting the supervision of this population to the County's Probation Department.
- d. **Drug Medi-Cal Organized Delivery System (DMC-ODS):** Medicaid waiver providing increased access to SUD treatment services for Youth, Young Adults and Adults in the community who are enrolled or eligible for Medi-Cal or My

Health LA, and/or are participating, based on eligibility requirements in another specified County-funded program (including but not limited to AB109, General Relief, and CalWORKS).

- e. **Early Intervention Services:** Early Intervention services help individuals at risk for a SUD recognize the harmful consequences of substance use primarily through psychoeducation and other services such as family therapy to prevent progression to a SUD diagnosis. Services are available to youth who meet Early and Periodic Screening, Diagnostic and Treatment (EPSDT) criteria to ameliorate or correct a substance related condition, except for tobacco-related conditions and non-substance related conditions.
- f. **Juvenile Justice:** The system that governs the legal (i.e. Court) oversight and detention (i.e. juvenile halls/camps) of youth and young adults pre and post-adjudication. The system objectives in addition to maintaining public safety, are skill development, habilitation, rehabilitation, addressing treatment needs, and successful reintegration of youth into the community.
- g. **Motivational Interviewing (MI):** A clinical approach that helps people with mental health, SUDs and other chronic conditions make positive behavioral changes to support better health. The approach upholds four principles - expressing empathy, developing discrepancy, rolling with resistance, and supporting self-efficacy.
- h. **Patient:** Any person receiving screening and/or treatment services for substance use disorder.
- i. **Provider:** Contracted agency providing Early Intervention or SUD treatment services.
- j. **Provider Manual:** Guidance and requirements document that outlines S APC's policies, practices, and procedures for all S APC-contracted services, and all program requirements and guidelines. This is updated at least once annually and is available online at: <http://publichealth.lacounty.gov/sapc/>.
- k. **Sage:** The electronic health records (eHR) system for DPH-S APC .
- l. **S APC Release of Information Form:** A HIPAA and 42 CRF required form that records the patient's consent to release information. The most current version of the form is available at the following link:  
<http://publichealth.lacounty.gov/sapc/NetworkProviders/Forms.htm>

- m. **Service Planning Area (SPA):** A specific geographic region within Los Angeles County; there are eight SPAs across Los Angeles County.
- n. **Service and Bed Availability Tool (SBAT):** A web-based tool that provides a fillable dashboard of available specialty County-contracted SUD services in real-time throughout Los Angeles County available at the following link: <https://sapccis.ph.lacounty.gov/sbat/>
- o. **Substance Use Disorder (SUD):** A chronic, relapsing condition of the brain that causes compulsive drug seeking and use, despite harmful consequences to individuals and their social network, and causes clinically significant impairment.
- p. **Secure Youth Treatment Facility (SYTF) –** County facility designated to house individuals who were eligible for commitment to the Division of Juvenile Justice prior to its closure to new admissions on June 30, 2022, which includes those adjudicated to be a ward of juvenile court for serious violent felonies as described in Welfare and Institutions Code Section 707 (b) or sex offenses as described in Penal Code Section 290.008 (c).
- q. **Youth and Young Adults:** Individuals aged 15 to 25 who reside at Probation halls and/or camps including those transferred from the DJJ.
- r. **ASAM Screener for Youth and Young Adults:** An abbreviated ASAM SUD screening tool required to assess eligibility for enrollment in Early Intervention Services for youth (15-17) and young adults (18-20) who are at risk of developing a SUD.

### 3.0 PERSONS TO BE SERVED

- 3.1. Youth and young adults appropriate for SYTF disposition who were eligible for commitment to the Division of Juvenile Justice prior to its closure on June 30, 2021 and are currently housed in the County's Probation halls and/or camps.
- 3.2. Newly dispositioned youth and young adults appropriate for SYTF disposition , who are committed to the County's juvenile Probation system to serve long-term sentences for offenses committed as a juvenile.
- 3.3. Youth and young adults court-ordered to enter SUD treatment under SYTF who meet medical necessity.

- 3.4. Youth and young adults who voluntarily opt to enter SUD treatment who meet medical necessity.

**4.0 SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION:**

Services under this SOW shall be provided to patients at the facilities listed below and must be available Monday through Saturday 10 a.m. to 7:00 p.m.

Juvenile Halls/Camps	SPA	Address
Barry J. Nidorf Juvenile Hall	2	16350 Filbert St., Sylmar, CA 91342
Camp Vernon Kilpatrick	5	427 S Encinal Canyon Rd., Malibu, CA 90265
Camp Joseph Scott	2	28700 N Bouquet Canyon Rd., Santa Clarita, CA 91390
Dorothy Kirby Center	7	1500 McDonnell Ave, Commerce, CA 90040

**5.0 STAFFING REQUIREMENTS**

Provider shall ensure that services are delivered by the minimum required staff (Attachment A) that have and maintain the proper experience, education, license, and/or certification in good standing prior to rendering services under this SOW and shall provide such verification prior to commencing work and as requested by the County. The provider shall assign enough employees to perform the work, including but not limited to:

- 5.1 Conduct orientation of in-custody service delivery considering personal safety, boundaries, ethics and an overview of Probation policies and procedures.
- 5.2 Ensure employees are appropriately identifiable with badges that identify them as employees of the agency contracted with DPH-SAPC to provide these services, to be worn at all times at each County facility as set forth in Paragraph 7.0, Administration of Master Agreement – Provider, Sub-paragraph 7.4, Provider’s Staff Identification, of the Master Agreement.
- 5.3 Maintain hiring process to ensure staff undergo and pass a background investigation to the satisfaction of Probation as a condition of beginning and continuing services under this SOW.
- 5.4 Ensure all staff levels needed for the delivery of direct services are present; if there is a need for a substitute, a replacement who has passed all background clearances is identified and put in place to avoid

interruption of services.

- 5.5 Ensure counselor trainings and certifications are up-to-date to effectively screen and provide Early Intervention or treatment services to youth or young adults who may have a SUD or be at risk for a SUD and/or related issues. At a minimum, provider shall:
  - 5.5.1 Provide continuing in-service training as required by their licensing board and or certification/registration body as well as any trainings that may be required by the County.
  - 5.5.2 Ensure staff have completed or will complete within one month of hiring trainings on the ASAM Co-Triage Tool (ATT), ASAM Screener for Youth and Young Adults, youth and adult full ASAM assessments, Cognitive Behavioral Therapy (CBT), Motivational Interviewing (MI), and Sage documentation.
  - 5.5.3 Ensure staff are familiar with community SUD treatment services under the DMC-ODS program, to ensure a seamless connection to SUD treatment services post-release from juvenile halls and camps.
  - 5.5.4 Ensure staff complete the Youth At Risk-Early Intervention curriculum training developed by Azusa Pacific University in collaboration with DPH-SAPC and the Adult At Risk curriculum training within 45 days of hiring.
- 5.6 Ensure staff provide SUD treatment services at Probation halls and/or camps as per agreed-upon schedule. Any deviation of set schedule shall be reported to SAPC no less than one hour prior to change in schedule to ensure proper notification to Probation partners.
- 5.7 Provide services that are age-specific and developmentally, culturally, and linguistically appropriate, considering patient's primary language and preferred pro-nouns (he/she/they), and ensure parity in service delivery regardless of age, race, religious background, or sexual orientation.
- 5.8 Provide Early Intervention and treatment services that are evidenced-based, using CBT and motivational interviewing approaches tailored for youth and young adults to treat addiction, address trauma issues, criminal thinking, and strategies to prevent relapse.
- 5.9 Provider must notify the County of staffing changes or vacancies within two business days of the change and/or vacancy. DPH-SAPC has the

authority to approve or deny staff providing services under SOW.

## **6.0 SPECIFIC SERVICES TO BE PROVIDED**

Services under this SOW include American Society of Addiction Medicine (ASAM) levels of care 0.5 (Early Intervention), 1.0 (Outpatient) and 2.1 (Intensive Outpatient Services) as outlined in the DMC-ODS Provider Manual. Services shall be delivered over the duration of eight weeks with repeated cycles as deemed medically necessary.

Provider shall provide individualized and comprehensive services including but not limited to:

- 6.1 Conduct intake, ASAM Screener or multidimensional assessment that is age appropriate; complete documentation of admission requirements and medical and psychosocial histories.
- 6.2 Obtain written authorization from youth using the SAPC External Release of Information form before sharing personal and protected health information. Maintenance of documentation shall adhere to all confidentiality laws including Code of Federal Regulations Title 42, Part 2, Confidentiality of Alcohol and Drug Abuse (42 CFR Part 2) and the Health Insurance Portability and Accountability Act (HIPAA). Purpose of release may include case discussion with Probation and/or DPH-SAPC DMC-ODS service providers to effectively prepare the patient for re-entry and post-release supervision requirements.
- 6.3 Obtain patient's consent for follow up contact should a patient abandon treatment while in-custody. Follow-ups shall be conducted on patients that received at least 30 hours of services prior to treatment abandonment. All attempts to contact the former patient, and the results of such attempts, shall be documented in the patient's records.
- 6.4 Develop treatment plans that collectively address patient's treatment needs as well as criminal thinking and/or behavior that resulted in involvement with the criminal justice system and address court-ordered requirements pertaining to SUD treatment services.
- 6.5 Provide crisis intervention, involving person-to-person contact between a qualified staff person and an identified patient in crisis to alleviate problems which present an imminent threat to the health of the patient. Collaborate with appropriate Probation staff to arrange for crisis intervention services, as clinically indicated.
- 6.6 Provide individual and group counseling in accordance with the patient's needs, to identify problems and needs, set goals and interventions, and

practice new behaviors by utilizing Evidence-Based Practices (e.g. MI, CBT).

- 6.7 Provide Early Intervention or treatment services which cover physiological aspects of alcohol and drug use, the treatment and recovery processes, family issues, social and community issues, health-related issues (e.g., HIV/AIDS) and public policy issues.
- 6.8 Provide recreational activities for patients centered on recovery and as authorized by Probation. Activities and/or materials need to be submitted to Probation one week prior to scheduled utilization.
- 6.9 Develop an individualized SUD re-entry plan at least 60 days prior to the release for each patient based upon the information obtained in the intake and treatment plan development. Re-entry plans should consider post-release Probation supervision requirements if applicable.
- 6.10 Provide care coordination and link patients who transition from in-custody treatment to SUD treatment upon their release from custody through use of the Service Bed Availability Tool (SBAT) and coordination with Probation for post-release supervision if applicable.
- 6.11 Provide monthly progress reports to Probation's case manager/Deputy Probation Officer for the duration of patient's treatment cycle. Reports shall include treatment start date, anticipated completion date, progress towards treatment goals related to SUD, and recommendations for continued services including post-release as applicable.
- 6.12 Acknowledge completion of every eight weeks of active participation to foster self-esteem and promote sobriety.
- 6.13 All services provided must be documented in Sage including screenings which occur prior to enrollment in treatment.

## **7.0 PERFORMANCE MEASUREMENT PLAN**

Provider shall utilize a comprehensive Performance Measurement Plan established by DPH-SAPC in coordination with Probation and maintain a consistently high level of service throughout the term of this SOW.

- 7.1 The Performance Measurement Plan shall include a matrix with threshold benchmarks and goals for the Provider. It will provide expectations on service delivery, including separate criteria to track the services provided to youth and young adults appropriate for STYF and outcomes as performance targets to measure productivity.

- 7.2 Provider shall develop a process improvement plan for meeting the established performance measures. The plan and performance are to be monitored by the Provider on a quarterly basis through the collection of raw data derived from reports, such as monthly activity reports and invoices.
- 7.3 A performance measurement report shall be completed on a quarterly basis and submitted to DPH-SAPC staff, along with documentation addressing performance. The report shall also include methods used to address goals not met. DPH-SAPC staff will review the report and performance and will make recommendations as needed.
- 7.4 County personnel may conduct site visits to review performance and strategies to meet benchmarks, observe activities, and examine documents relevant to this Statement of Work at any time during normal business hours.
- 7.5 Based on need and the discretion of the County, performance measures are subject to change.

## **8.0 COUNTY ADMINISTRATIVE RESPONSIBILITIES**

To ensure the efficacy of services delivered under this SOW, the County shall do the following:

- 8.1 Review Provider's performance in the daily operation of this SOW.
- 8.2 Provide technical assistance to Provider in areas relating to County policy, information, and procedural requirements as requested.
- 8.3 Develop workflow and policies and/or procedures regarding the interface and coordination of services between Probation and DPH-SAPC's contracted treatment providers.

## **9.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Provider's performance under this SOW using SAPC's Master Audit Program, the County's Standard Terms and Conditions as required in this SOW, Section 7.0, Performance Measurement Plan, and the following additional requirements:

### **9.1 Regular Meetings**

Provider is required to attend mandatory meetings set up by the County's Program Manager or designee.



## **9.2 Adherence to Contract Requirements and County Policies and Procedures**

Provider is required to adhere to treatment delivery services as outlined in the DPH-SAPC Provider manual, the JJ-SUD Standards and Practices as developed by DPH-SAPC as well as applicable County policies and procedures issued by Probation. Provider shall outline a method of monitoring to ensure that Contract requirements are being met. Including but not limited to:

- 9.2.1** A record of all inspections conducted by the provider, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

## **9.3 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this SOW at any time during normal business hours. However, these personnel may not unreasonably interfere with the provider's performance. As a result of federal, State, and local emphasis on better documenting and assessing program effectiveness, County may, at its sole discretion, require providers to participate in County-authorized process and outcome evaluations and report on findings.

## **10.0 REPORTING AND DATA COLLECTION**

Provider shall submit any reports as requested by the County and/or County partners. Reports shall include all required information and supporting documentation and shall be completed in the manner and time frame described by the County. These reports may include, but are not limited to:

- 10.1** Monthly aggregate report of number of program referrals and dispositions, treatment services delivered including the number of patients served; the number and types of education, and/or psychoeducation sessions conducted; and number of care coordination service delivered.
- 10.2** Ad hoc reports of programmatic activities including service delivery barriers and challenges.
- 10.3** Frequency in which the reports and data will be shared will be further

determined by DPH-SAPC.

DPH-SAPC and Provider shall collect and handle data for sharing and reporting as necessary under this SOW. No party shall disclose any information without first obtaining signed authorization from the patient detailing what information will be shared and with whom.

#### **11.0 IMPLEMENTATION PLAN**

Provider shall develop and present to the County an implementation plan describing how services shall commence within 45 days of SOW execution, which shall be approved by the County. Implementation activities are to be completed according to the timelines agreed upon by the provider and the County and shall be documented and/or submitted as specified. Any updates to the implementation plan must have the County's approval. All program documents, completed materials, evaluations, etc., must be maintained on file and available for review by the County upon request. Any failure by Provider to comply with the implementation plan may constitute a material breach of this SOW, upon which the County may take corrective action, up to and including termination of the underlying Contract.

**Minimum Required Staff**

Juvenile Justice Substance Use Disorder Treatment Services (JJSUDTS) under this Statement of Work shall be delivered by a comprehensive team consisting of a minimum of the following:

**Program Manager**

***Experience:***

Three (3) years providing Behavioral Health services, with a minimum of two (2) years of experience with SUD treatment services to youth and young adult populations.

***Education:***

Bachelor's in Behavioral Health or Master's in a Behavioral Health field.

***License and/or Certification:***

Current license and/or certification from their respective licensing board or agencies relevant to their credentials. The required license/certification **MUST** be current/active and unrestricted; a conditional, provisional, probationary, or restricted license or certification will **NOT** be accepted.

***Duties include, but are not limited to:***

- a. Provides supervision, coordination, management of JJSUDTS and acts as a liaison with the County. The County must have access to the Program Manager or designated alternate 24 hours per day, 365 days per year.
- b. Ensures that policies and procedures facilitate the smooth operation of the program, both administratively and clinically.
- c. Implements relevant in-service training for staff in conjunction with the Quality Improvement plans.
- d. Develops and implements systems that ensure that all contract requirements are met, including service authorizations, evaluations, meetings with stakeholders, and notifications to the County in reference to contracts for the JJSUDTS program.
- e. Provides services with a strong recovery orientation, cultural sensitivity, and awareness of the unique needs of the JJSUDTS population.

**Minimum Required Staff**

- f. Maintains patient records according to Health Insurance Portability and Accountability Act (HIPAA) and 42 Code of Federal Regulations (CFR), 42 CFR Part 2, the California Confidential Medical Information Act, Civil Code sections 36 et. seq., Welfare and Institutions Code sections 5328, et. seq. and adheres to all Patient confidentiality requirements and standards.
- g. Ensures compliance with all applicable laws, regulations, licensing and certification standards, County policies and procedures and contractual obligations.

**Certified Substance Use Disorder (SUD) Counselor**

***Experience:***

Two (2) years providing SUD services to criminal justice populations with a minimum of two (2) years of experience providing SUD treatment services to youth and young adults.

***Education:***

High School/GED or higher.

***Registered, and/or Certification:***

California Association for Drug/Alcohol Educators (CAADE), California Association of DUI Treatment Programs (CADTP)

***Duties include, but are not limited to:***

- a. Function as part of the multi-disciplinary team and under the supervision of the Program Manager and collaborate with Probation on re-entry planning.
- b. Responsible for alcohol/drug use screenings and assessments, individualized treatment plans for SUD participants, and delivery of treatment services for participants involved in the SUD program.
- c. May facilitate SUD education and treatment counseling in the forms of individual and group counseling sessions and SUD brief interventions.
- d. Develops and promotes interest in the SUD education and treatment fields by speaking before community groups or coordinating speakers or resource persons in coordination with Probation.

**Minimum Required Staff**

- e. Monitors and documents participant progress in SUD treatment and recovery. Consult with the Program Manager on content and process of counseling.
- f. Maintains a caseload as required by the funding agency.
- g. Maintains participant records according to HIPAA and 42 CFR, adheres to all participant confidentiality requirements and standards.
- h. Assists with admission into JJSUDTS, transitioning from custody to community and navigating linkages to the mental health, physical health, and social service systems.

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH**  
**SUBSTANCE ABUSE PREVENTION AND CONTROL**  
**JUVENILE JUSTICE SUBSTANCE USE DISORDER TREATMENT SERVICES**

**EXHIBIT C**

**AGENCY NAME**

	Period of (Effective upon execution - 06/30/23)
Months of Service	6
# FTE Positions	0
FTE dedicated to perform	#DIV/0!
Minimum hours for each FTE position	0
Units of Service	0.000
<b>Max Allocation</b>	<b>\$ -</b>
Projected Revenue	\$ -
Program Cost	\$ -
<b>Staff Hour Rate</b>	<b>\$ 84.84</b>
Max Monthly Amt/Allocation	\$ -
Position eligible to perform Staff Hours	

**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

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Address

---

Internal Revenue Service Employer Identification Number

## GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

## CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
(HIPAA)**

**CONTRACTOR’S OBLIGATION AS A COVERED ENTITY UNDER THE HEALTH  
INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patient’s medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor’s behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor’s obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

“CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE

ALL NECESSARY ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY AND SECURITY. EACH PARTY FURTHER AGREES THAT, SHOULD IT FAIL TO COMPLY WITH ITS OBLIGATIONS UNDER HIPAA, IT SHALL INDEMNIFY AND HOLD HARMELSS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR DAMAGES TO THE OTHER PARTY THAT ARE ATTRIBUTABLE TO SUCH FAILURE.”

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "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 \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

---

Signature

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Date

---

Name and Title of Signer (please print)

## Certification of Compliance

The purpose of this Certification of Compliance is to permit the County to oversee, monitor, confirm, and audit Contractor's compliance with Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) (the "Ordinance"). Contractor shall submit the information requested in this Certification of Compliance in accordance with Sections 2.212.060 and 2.212.090(A) of the Ordinance.

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, (the "Subrecipient"), certify that on County Contract \_\_\_\_\_

All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.  
 Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company/Contractor Name

**SINGLE CASE AGREEMENT FOR SUBSTANCE USE DISORDER SERVICES  
BETWEEN THE COUNTY OF LOS ANGELES AND INSERT CONTRACTOR NAME**

Whereas, **COUNTY OF LOS ANGELES**, acting through its Department of Public Health Substance Abuse Prevention and Control Division, hereafter referred to as “COUNTY” and **Insert CONTRACTOR Name**, hereafter referred to as “CONTRACTOR,” seek to enter into an Agreement (“Agreement”) for provision of substance use disorder services on behalf of COUNTY.

Date of Request: \_\_\_\_\_

Beneficiary Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Medi-Cal Number: \_\_\_\_\_

Anticipated Date(s) of Service: \_\_\_\_\_

Diagnosis (ICD10): \_\_\_\_\_

Treatment/Services Required: \_\_\_\_\_

ASAM Level of Care: \_\_\_\_\_

Reimbursement Rate(s)/Fee(s): \_\_\_\_\_

Maximum Allowable Reimbursement: \_\_\_\_\_

Number of Days Approved:\*

\*The number of days approved is dependent upon medical necessity and ASAM criteria.

1. CONTRACTOR shall provide services to the beneficiary for the single course of treatment described above. Additional services not within the scope of this Agreement require an additional and separate agreement. COUNTY agrees to pay CONTRACTOR an amount equal to the reimbursement amount set forth above for services rendered. This Agreement applies only to the services described in this Agreement.
  
2. Consistent with the requirements of applicable State and Federal law, including 42 C.F.R. parts 438.3(d)(3) and (4), CONTRACTOR shall not engage in any unlawful discriminatory practice in the admission of beneficiary, assignments of accommodations, treatment, evaluation, employment of personnel, or in other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability or any other protected category listed within California Government Code section 12940. CONTRACTOR will not discriminate against beneficiary on the basis of health status or need for health care services.
  
3. CONTRACTOR is duly licensed, certified or accredited to provide services, and shall assure services are provided by duly licensed, registered, certified or otherwise authorized or accredited personnel under California scope of practice statutes. Services shall be provided in accordance with, and CONTRACTOR shall comply with: (a) generally accepted standards prevailing in the applicable professional community; (b) the provisions of COUNTY’s Quality Assurance, Utilization Management, and Risk Management programs; (c) all federal, state and local statutes, regulations, ordinances and requirements and accreditation requirements applicable to CONTRACTOR and for providing services.



4. CONTRACTOR shall invoice COUNTY for services at the address listed below within thirty (30) days following the delivery of services. The invoice shall be in a format acceptable to COUNTY and shall include a copy of the written authorization for services and all required information for the services for which claims are made. COUNTY shall pay CONTRACTOR for services provided to the beneficiary within forty-five (45) business days after COUNTY receives CONTRACTOR's complete and correct invoice. If another payor is obligated to be financially responsible for the beneficiary, COUNTY will be released of any financial obligations for the beneficiary and any payment for services made by COUNTY shall be reimbursed within thirty (30) days of written request.

5. CONTRACTOR shall maintain the beneficiary's medical, fiscal, grievance and appeal, and health/service related records in such format and containing such information as required by COUNTY, federal and state laws and regulations, and regulatory agencies. Upon request, CONTRACTOR shall provide COUNTY copies of the beneficiary's medical, fiscal, and health/service-related records, and CONTRACTOR shall maintain the confidentiality of such records in accordance with all applicable laws.

6. CONTRACTOR agrees to execute and abide by the "CONTRACTOR'S OBLIGATION AS A COVERED ENTITY UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996" Agreement, attached as Exhibit "A."

7. CONTRACTOR shall allow the Department of Health Care Services, Centers for Medicare and Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, and COUNTY to evaluate the performance of CONTRACTOR and its subcontractors under this Agreement, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by CONTRACTOR pertaining to such services at any time. CONTRACTOR shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for a minimum of ten (10) years from the termination of this Agreement, or, in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. parts 438.3(h), 438.230(c)(3)(i-iii).) Records and documents include, but are not limited to, all physical and electronic records and documents originated or prepared pursuant to the performance of CONTRACTOR and its subcontractors under this Agreement, including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to the services provided in this Agreement for the beneficiary.

8. All activities and/or work covered by this Agreement will be at the sole risk of CONTRACTOR. CONTRACTOR agrees to defend (with counsel acceptable to COUNTY), indemnify, and save harmless COUNTY, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims or lawsuits, whether against CONTRACTOR, COUNTY or others, judgments, costs (including attorney's fees), debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY. CONTRACTOR agrees to waive all rights of subrogation against COUNTY for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

9. CONTRACTOR shall maintain, at its sole cost and expense, (a) commercial general liability occurrence coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, civil rights violations, and products/completed operations broad form blanket contractual, (b) worker's compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and employer's liability in the minimum amount of \$1,000,000, (c) professional liability (Medical Malpractice) coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate, and (d) commercial automobile liability in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned, and hire automobiles.

10. This Agreement shall commence as of the date services are first rendered to the beneficiary, and shall continue until services authorized by COUNTY are completed and payment in full is made to CONTRACTOR. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party.

11. In addition to all other requirements set forth in this Agreement, CONTRACTOR agrees to comply with all requirements applicable to a subcontractor as described in the most current version of the County's Provider Manual, which is available: <http://publichealth.lacounty.gov/sapc/NetworkProviders/Forms.htm>.

12. This Agreement constitutes the entire written agreement between the parties with respect to the provision of, and payment for, services to the beneficiary. This Agreement may be amended only upon mutual written consent of the parties.

13. CONTRACTOR is an independent contractor and is solely responsible for all compensation, withholdings and benefits from its employees and agents.

14. Nothing in this Agreement shall be construed to create any debt to or any liability for any person or entity not a party to this Agreement. Both parties agree that the terms of this Agreement, particularly the provisions regarding compensation, are considered confidential and proprietary and shall not be disclosed except as may be required in the performance of this Agreement or as otherwise required by law.

15. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. CONTRACTOR's claims and/or invoices shall be submitted to:

County of Los Angeles  
Department of Public Health  
Substance Abuse Prevention and Control  
Attn: Contracts and Compliance Branch  
1000 Fremont Avenue  
Building A-9, Third Floor  
Alhambra, CA 91803  
(626) 299-4532  
[SAPC\\_Monitoring@ph.lacounty.gov](mailto:SAPC_Monitoring@ph.lacounty.gov)

17. CONTRACTOR's Contact, Payment Address, Telephone Number, and Fax:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

19. The parties hereto agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

**(INSERT CONTRACTOR NAME)**

**COUNTY OF LOS ANGELES**

\_\_\_\_\_  
Signature of Authorized Representative for  
CONTRACTOR

\_\_\_\_\_  
Signature of Authorized Representative for  
COUNTY

\_\_\_\_\_  
Print Name & Title of Authorized  
Representative for CONTRACTOR

\_\_\_\_\_  
Print Name & Title of Authorized  
Representative for COUNTY

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

**(INSERT CONTRACTOR NAME)**

\_\_\_\_\_  
Signature of Authorized Representative for  
CONTRACTOR

\_\_\_\_\_  
Print Name & Title of Authorized  
Representative for CONTRACTOR

\_\_\_\_\_  
Date Signed

\* If a corporation, this Agreement must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

**EXHIBIT "A"****CONTRACTOR'S OBLIGATION AS A COVERED ENTITY UNDER THE HEALTH  
INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patient's medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY AND SECURITY. EACH PARTY FURTHER AGREES THAT, SHOULD IT FAIL TO COMPLY WITH ITS OBLIGATIONS UNDER HIPAA, IT SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR DAMAGES TO THE OTHER PARTY THAT ARE ATTRIBUTABLE TO SUCH FAILURE."

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/16/2022	
<b>BOARD MEETING DATE</b>	12/6/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works, Health Services	
<b>SUBJECT</b>	Martin Luther King, Jr. Child and Family Wellbeing Center Project	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Funding is required to complete the project in late 2022.	
<b>COST &amp; FUNDING</b>	Total cost: Increase of \$2,000,000 for a revised total project budget of \$56,267,000	Funding source: The additional funding of \$2,000,000 will be provided by each participating department based on the program and space allocation, with the following breakdown: \$457,000 from Department of Health Services; \$761,000 from Department of Mental Health; \$157,000 from Department of Children and Family Services; \$13,000 from Department of Public Health; and \$612,000 from the Capital Project/Refurbishment Fund.
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval for the revised project budget of \$56,267,000, which is an increase of \$2,000,000 from the previous Board approved amount of \$54,267,000, and to execute a construction change order with gkkworks Construction Services.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>On October 1, 2019, the Board approved the total project budget of \$51,540,000 for the MLK CFWC Project, and authorized Public Works to execute a design-build agreement to the best-value and most qualified bidder, gkkworks, to provide design and construction services for a maximum contract sum of \$25,757,945.</p> <p>The project is composed of prefabricated modular buildings procured by the Department of Mental Health, which were assembled by gkkworks through a Design-Build contract with Public Works. During installation of the modules, gkkworks encountered unforeseen electrical deficiencies requiring additional work. The proposed budget adjustment will cover the added costs associated with these unforeseen conditions, sewer upgrades, relocation of the trash enclosure; access to atrium balconies; and additional contingency for Phase II construction.</p>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The project will ensure that medical health services continue to be provided to a community that has been historically underserved.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 2 - Health Integration/Alliance for Health Integration by Providing Prevention, Treatment, and Healing Services.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a> .	

December 6, 2022

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  
MARTIN LUTHER KING, JR. MEDICAL CAMPUS  
CHILD AND FAMILY WELLBEING CENTER PROJECT  
APPROVE REVISED PROJECT BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
APPROVE CONSTRUCTION CHANGE ORDER  
CAPITAL PROJECT NOS. 69846, 69886, 69887, 69888, AND 69986  
(FISCAL YEAR 2022-23)  
(SUPERVISORIAL DISTRICT 2)  
(4-VOTES)**

**SUBJECT**

Public Works is seeking Board approval to revise the project budget and execute a construction change order with gkkworks Construction Services for the Martin Luther King, Jr. Medical Campus Child and Family Wellbeing Center Project.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended actions, including the activities resulting in the recommended increase in budget, are within the scope of the environmental impacts analyzed in the previously certified Environmental Impact Report and Addendum for the Martin Luther King, Jr. Medical Campus Child and Family Wellbeing Center Project.
2. Approve the revised project budget of \$56,267,000, an increase of \$2,000,000 from the previous Board-approved amount of \$54,267,000, for the Martin Luther King, Jr. Medical Campus Child and Family Wellbeing Center Project.
3. Approve the Fiscal Year 2022-23 appropriation adjustment to reallocate a combined total of \$2,000,000 to fund the remaining project expenditures of the

Martin Luther King, Jr. Medical Campus Child and Family Wellbeing Center Project.

4. Approve and authorize the Director of Public Works or his designee to finalize and execute a change order with gkkworks Construction Services for a \$840,000 not-to-exceed amount for mitigation of electrical deficiencies in the prefabricated modular units.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will find that they are within the scope of the environmental impacts analyzed in the previously certified Addendum and the Final Environmental Impact Report (FEIR); approve the revised project budget and associated appropriation adjustment; and authorize Public Works to execute a change order with gkkworks Construction Services (gkkworks) for unforeseen electrical deficiencies in the modular units encountered during construction of the project.

#### Background

On December 18, 2018, the Board established the Martin Luther King, Jr. Medical Campus Child and Family Wellbeing Center (MLK CFWC) Project and on April 23, 2019, approved the project and the use of Board approved Job Order Contract to deliver the make-ready work. On October 1, 2019, the Board approved the total project budget of \$51,540,000 for the MLK CFWC Project and authorized Public Works to execute a Design-Build agreement with gkkworks to provide design and construction services for a maximum contract sum of \$25,757,945.

On July 21, 2020, the Board approved a change order for \$410,000 to gkkworks to mitigate unforeseen saturated soil conditions found on site. On April 5, 2022, the Board approved a revised project scope and budget of \$54,267,000 and authorized Public Works to execute two change orders with gkkworks to address structural deficiencies with the modular units.

Construction of the MLK CFWC Project is approximately 90 percent complete and is expected to be substantially completed in late December 2022.

#### Additional Unforeseen Conditions with Modular Units

The MLK CFWC Project's structure is composed of prefabricated modular units that were purchased by the Department of Mental Health (DMH) through Internal Services

Department. The units were delivered and assembled on site by the vendor and gkkworks, through a Design-Build agreement with Public Works. During the electrical and low-voltage systems commissioning carried out by floor, gkkworks encountered unforeseen electrical deficiencies, including incorrectly installed and/or missing wiring/cabling, sensors, electrical whips, junction boxes, and data outlets.

The proposed change order with gkkworks for a \$840,000 not-to-exceed amount will cover the cost of the electrical deficiency mitigation, including troubleshooting lighting control panels; testing and tracing all circuits; relabeling wires and circuits; removing and/or relocating floor outlets; removing and replacing electrical whips to light fixtures; and install missing Category 5 cabling, backbone and homerun wiring/cabling and sensors, wiring to the rooftop air handling units and boiler, junction boxes, and data outlets to workstation areas.

#### Sewer Upgrade

After the Design-Build contract was awarded, the jurisdictional agency required that the sewer lateral serving the building, located at 118th Avenue and Holmes Avenue, be upsized prior to obtaining Certificate of Occupancy for the project. The cost of this additional work is estimated at \$400,000. Public Works will implement this work internally through Public Works Sewer Maintenance Division.

#### Relocation of Trash Enclosure

At the request of Charles Drew University, the project's trash enclosure, which was originally planned to be placed in the project's parking lot, will be relocated to Holmes Avenue. Additionally, the asphalt parking lot will be replaced with concrete to match the architectural finishes of the university's Grand Entry Project. The cost to move the trash enclosure and replace the asphalt with concrete is estimated at \$140,000. This work will be carried out through a change order issued under the Director's delegated authority.

#### Access to Atrium Balconies

The atrium balconies on the Second and Third Floors are currently inaccessible, which will make it difficult for the areas to be cleaned and inaccessible for the installation of plants and/or artwork. To address this issue, doors will be provided to access the balconies and railings installed for safety. These doors will be locked at all times to prevent the public from accessing the balconies. The estimated cost for this scope of work is \$65,000. This work will be carried out through a change order issued under the Director's delegated authority.



## Contingency for Phase II

The MLK CFWC Project was planned and approved to be carried out in two sequential phases. Phase I consists of construction of the new building and the movement of staff from the existing Hub Clinic. Phase II consists of the demolition of the Hub Clinic and construction of a 35-stall parking lot, including installation of a new Low-Impact-Development retention basin. During the construction of Phase I, unsuitable soil conditions were encountered, which led to cost and schedule impacts. Since Phase II is directly adjacent to Phase I, Public Works is anticipating similar soil conditions and is carrying a contingency budget for potential change orders in the amount of \$520,000.

## Green Building/Sustainable Design Program

On December 20, 2016, the Board adopted a new Leadership in Energy and Environmental Design policy. The project is designed to achieve the United States Green Building Council Leadership in Energy and Environmental Design Gold level and Envision Silver level certifications by incorporating sustainable design features to optimize energy and water use efficiency, enhance the sustainability of the site, improve indoor environmental quality, and maximize the use and reuse of sustainable and local resources.

## **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic Development in the Community; Strategy II.2, Support Wellness of Our Communities; and Strategy II.1.3, Coordinate Workforce Development by supporting the wellness of our communities and enhancing the delivery of healthcare services that will in turn benefit the common good by driving the development of the workforce and the economic development of the County.

## **FISCAL IMPACT/FINANCING**

Approval of the recommended actions will increase the previous Board approved project budget from \$54,267,000 to \$56,267,000, an increase of \$2,000,000. The revised project budget includes programming, predevelopment activities, make-ready work, scoping documents, plans and specifications, permit fees, construction, construction change order allowance, Civic Art fee, consultant services, inspection services, and County services. The revised project budget of \$56,267,000 also includes the \$18,201,000 cost of the modular units purchased by DMH with State Mental Health

Services Act funds. The revised project budget and schedule are included in Enclosure A.

The proposed budget increase in the amount of \$2,000,000 will provide additional funding to cover the cost of the proposed change order with gkkworks for a not-to-exceed amount of \$840,000; the change orders that will be executed under Public Works' delegated authority for a \$205,000 not-to-exceed amount, the sewer upgrade work performed under Public Works' Sewer Maintenance Division in the amount of \$400,000; contingency for Phase II in the amount of \$520,000; and an increase in the Civic Art Fund allowance of \$35,000.

Funding is being provided by each participating department based on their specific allocation of space programmed within each floor of the facility. Based on the program and space allocation, the percentage of costs for the First Floor is as follows: Department of Health Services (DHS) – 53.3 percent; (DMH) – 26.9 percent; Department of Children and Family Services (DCFS) – 18.3 percent; and Department of Public Health (DPH) – 1.5 percent.

The Second Floor will be occupied by two nonprofit organizations, the Special Needs Network and St. John's Well Child Center. A portion of the capital costs funded by Tobacco Settlement funds will be offset through the collection of lease revenue from the two nonprofit organizations.

Under a separate project, DMH proposes to occupy and renovate the Third Floor to house the Children's Outpatient Services currently located in the Hawkins Building and a new Youth Crisis Stabilization Unit Program funded by a California Health Facilities Financing Authority grant.

Approval of the enclosed Fiscal Year 2022-23 appropriation adjustment (Enclosure B) will reallocate a total of \$2,000,000 as follows: \$457,000 from DHS' Enterprise Fund-Committed for DHS to MLK MC CFWC-DHS, CP No. 69846; \$761,000 from the Mental Health Services Act Committed for Capital Facilities & Technological Needs account to MLK MC CFWC-DMH, CP No. 69886; \$157,000 from DCFS' Administration Services and Supplies to MLK MC CFWC-DCFS, CP No. 69888; \$13,000 from DPH's completed capital projects savings, CP No. 87426 to MLK MC CFWC-DPH, CP No. 69986; and \$612,000 from the Capital Projects/Refurbishment Budget Fund, CP No. 86613 to MLK MC CFWC-CEO, CP No. 69887, to fully fund the remaining project expenditures for the MLK CFWC Project.

### Operating Budget Impact

Following completion of the project, the respective departments will fund the ongoing annual operating costs as follows:

- DHS will fund the associated ongoing annual maintenance and operational costs with departmental resources, as needed, in future budget phases.
- DMH will fund the associated ongoing annual maintenance and operational costs with departmental resources, as needed, in future budget phases.
- DCFS will fund the associated maintenance and operational costs with existing budgetary resources from its operating budget.
- Ongoing operational costs for DPH will be funded by DCFS through intradepartmental transfer.

Funding will be requested through the annual budget process. There is no net County cost impact associated with the recommended actions.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In accordance with the Board's Civic Art Policy, the project budget includes 1 percent of the design and construction costs to be allocated to the Civic Art fund. The eligible allocation is revised from \$297,000 to \$332,000.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy, the project continues to require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

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

Los Angeles County Code Section 2.18.050 and Public Contract Code Section 20145 authorize the Director to execute change orders to original contracts entered into by the Board where an individual change order does not exceed 10 percent of the amount of the

original contract or \$330,000, whichever is less. The aggregate total amount of those changes or alterations to an original contract may not exceed 25 percent of the amount of the original contract. The remainder of the change orders discussed above are within the monetary limits set forth in the County Code and Public Contract Code.

### **ENVIRONMENTAL DOCUMENTATION**

On October 11, 2011, the Board certified the FEIR for the Martin Luther King, Jr. Medical Center Campus Redevelopment Project. On April 23, 2019, the Board certified an Addendum to the FEIR for the Martin Luther King, Jr. Medical Center Campus Redevelopment Project when it approved the MLK CFWC Project. The recommended actions are within the scope of the impacts analyzed in the previously certified FEIR and Addendum to the FEIR, and there have been no substantial changes to the project or to the circumstances under which it will be undertaken that require further review under the California Environmental Quality Act. The recommended change order consists of repair and remediation of the building electrical system. This is consistent with what was approved and analyzed in the previous Addendum to the FEIR. The previously certified Addendum to the FEIR also requires that a sewer study be performed and, if required, the sewer trunk be upgraded to accommodate the proposed project. This is consistent with the proposed sewer upgrade. The previously certified Addendum to the FEIR requires space be provided for solid waste management as part of the project. This is consistent with the relocation of the proposed trash enclosure on the project site. The scope for a door and railing on two interior balconies are part of the construction of the building. The construction of the building was approved and analyzed in the previous Addendum to the FEIR. The added contingency for the potential soil issues for Phase II of the project is within the scope of the impacts analyzed in the previous environmental documents. The previously approved Mitigation Monitoring and Reporting Program and the Environmental Findings of Fact and Statement of Overriding Considerations will continue to apply.

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

The previously certified Environmental Impact Report, Addendum, and related environmental documentation are available and can be viewed online at [https://ftp.pw.lacounty.gov:8443/pub/pmd/MLK CFWC EIR](https://ftp.pw.lacounty.gov:8443/pub/pmd/MLK_CFWC_EIR). The location of the environmental documents and other materials constituting the record of the proceedings

upon which the Board's decision is based in this matter is with Public Works Project Management Division I, 900 South Fremont Avenue, Fifth Floor, Alhambra, CA 91803.

### **CONTRACTING PROCESS**

On October 1, 2019, the Board authorized the award of a Design-Build agreement to gkkworks for a \$24,757,945 not-to-exceed amount, plus a \$500,000 design completion allowance, and a \$500,000 ground lease allowance for a maximum not-to-exceed contract sum of \$25,757,945. On April 5, 2022, the Board approved a revised project budget of \$54,267,000 for a revised maximum not-to-exceed contract sum of \$27,917,270. To date, Public Works has executed 6 design completion allowance and ground lease allowance contract amendments in the amount of \$461,675, 2 change orders approved by the Board in the amount of \$2,748,283; and 27 change orders under delegated authority in the amount of \$546,225 for a combined total amount of \$3,756,184 or 15.2 percent of the original contract sum.

The proposed change order for \$840,000 not-to-exceed amount represents 3 percent of the original contract sum of \$24,757,945, when executed, will increase the contract sum to \$32,513,453.

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

Approval of the recommended actions will have no impact on current services at the campus. Patient care services on campus will remain fully operational during construction.

The Honorable Board of Supervisors  
December 6, 2022  
Page 9

**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:LR:jc

Enc.

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

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
MARTIN LUTHER KING, JR. MEDICAL CAMPUS  
CHILD AND FAMILY WELLBEING CENTER PROJECT  
APPROVE REVISED PROJECT BUDGET  
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CAPITAL PROJECT NOS. 69846, 69886, 69887, 69888, AND 69986  
(FISCAL YEAR 2022-2023)  
(SUPERVISORIAL DISTRICT 2)  
(4 VOTES)**

**I. PROJECT SCHEDULE SUMMARY**

Project Activity	Previously Scheduled Completion Date	Scheduled Completion Date
<b>Make-Ready</b>		
Construction Documents	05/28/2019 (actual)	05/28/2019 (actual)
Jurisdictional Approvals	06/25/2019 (actual)	06/25/2019 (actual)
Construction Award	06/26/2019 (actual)	06/26/2019 (actual)
Substantial Completion	11/13/2019 (actual)	11/13/2019 (actual)
<b>Design-Build Construction</b>		
Scoping Documents	04/15/2019 (actual)	04/15/2019 (actual)
Design-Build Award	10/24/2019 (actual)	10/24/2019 (actual)
Jurisdictional Approvals	04/01/2020 (actual)	04/01/2020 (actual)
Modular Units Completion	11/17/2020 (actual)	11/17/2020 (actual)
Substantial Completion	08/13/2022	12/31/2022
Project Acceptance	10/13/2022	02/17/2022

**II. PROJECT BUDGET SUMMARY**

Project Budget Category	Board Approved Budget	Changes Since Previous Board Approved Budget	Revised Budget
<b>Hard Costs</b>			
Design-Build Construction	\$22,184,000	\$ 0	\$22,184,000
Make Ready/Utilities Construction	\$ 964,000	\$ 0	\$ 964,000
Contingency/Allowances	\$ 5,162,000	\$1,565,000	\$ 6,727,000
Construction Subtotal	\$28,310,000	\$1,565,000	\$29,875,000
<b>Civic Art</b>			
Plans and Specifications (Scoping Documents)	\$ 834,000	\$ 0	\$ 834,000
Plans and Specifications (Design Build Design Fee)	\$ 2,574,000	\$ 0	\$ 2,574,000
Consultant Services	\$ 1,330,000	\$ 0	\$ 1,330,000
Miscellaneous Expenditures	\$ 80,000	\$ 0	\$ 80,000
Jurisdictional Review/Plan Check/Permits	\$ 440,000	\$ 0	\$ 440,000
County Services	\$ 2,201,000	\$ 400,000*	\$ 2,601,000
<b>SUBTOTAL (excluding modular)</b>	<b>\$36,066,000</b>	<b>\$2,000,000</b>	<b>\$38,066,000</b>
Prepurchased Modules (Department of Mental Health)	\$18,201,000	\$ 0	\$18,201,000
<b>TOTAL PROJECT COST</b>	<b>\$54,267,000</b>	<b>\$2,000,000</b>	<b>\$56,267,000</b>

\* Sewer Upgrades.

February 07, 2023

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

**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 2022-23**

**4 - VOTES**

**SOURCES**

**USES**

BA DETAIL - SEE ATTACHMENT PAGE 1

BA DETAIL - SEE ATTACHMENT PAGE 1

**SOURCES TOTAL**

**\$ 3,675,000**

**USES TOTAL**

**\$ 3,675,000**

**JUSTIFICATION**

Reflects an increase in appropriation partially offset by revenue to fund a budget shortfall totaling \$2,000,000 for the MLK Jr. Medical Campus Child and Family Wellbeing Center, funded from the following: Mental Health Services Act (MHSA) Fund - Committed for Capital Facilities & Technological Needs, DHS Enterprise Fund-Committed for DHS, DCFS Administration-Services and Supplies, DPH Capital Project savings (CP No. 87426). and the Capital Projects/Refurbishment Fund (CP No. 86613).

**James Yun**

Digitally signed by James Yun  
Date: 2022.11.03 11:33:09 -07'00'

**AUTHORIZED SIGNATURE**

**JAMES YUN, MANAGER, CEO**

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

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION

APPROVED AS REQUESTED

APPROVED AS REVISED

AUDITOR-CONTROLLER

BY **Lan Sam**  
Digitally signed by Lan Sam  
Date: 2022.11.04 12:17:17 -07'00'

CHIEF EXECUTIVE OFFICER

**Amir Alam**  
Digitally signed by Amir Alam  
Date: 2022.11.07 09:12:40 -08'00'

B.A. NO. **050**

DATE **11/04/2022**

DATE **11/07/2022**



COUNTY OF LOS ANGELES  
REQUEST FOR APPROPRIATION ADJUSTMENT

FY 2022-23  
4 - VOTES

SOURCES		USES	
<b>MENTAL HEALTH SERVICES ACT (MHSA) FUND</b> BT1-304M COMMITTED FOR CAPITAL FACILITIES & TECHNOLOGICAL NEEDS <b>DECREASE OBLIGATED FUND BALANCE</b>	<b>761,000</b>	<b>MENTAL HEALTH SERVICES ACT (MHSA) FUND</b> BT1-MH-6100-41189 OTHER FINANCING USES <b>INCREASE APPROPRIATION</b>	<b>761,000</b>
<b>MENTAL HEALTH</b> <b>MLK MC CHILD AND FAMILY WELLBEING CENTER - MH</b> A01-CP-96-9919-65039-69886 OPERATING TRANSFERS IN - CAPITAL PROJECTS <b>INCREASE REVENUE</b>	<b>761,000</b>	<b>MENTAL HEALTH</b> <b>MLK MC CHILD AND FAMILY WELLBEING CENTER - MH</b> A01-CP-6014-65039-69886 CAPITAL ASSETS - B & I <b>INCREASE APPROPRIATION</b>	<b>761,000</b>
<b>DHS ENTERPRISE FUND</b> MN2-3078 COMMITTED FOR DHS <b>DECREASE OBLIGATED FUND BALANCE</b>	<b>457,000</b>	<b>DHS ENTERPRISE FUND</b> MN2-HS-6100-60070 OTHER FINANCING USES <b>INCREASE APPROPRIATION</b>	<b>457,000</b>
<b>HARBOR CARE SOUTH ENTERPRISE FUND</b> MN1-HH-96-9911-60020 OPERATING TRANSFERS IN <b>INCREASE REVENUE</b>	<b>457,000</b>	<b>HARBOR CARE SOUTH ENTERPRISE FUND</b> MN1-HH-96-9912-60020 OPERATING SUBSIDY - GENERAL FUND <b>DECREASE REVENUE</b>	<b>457,000</b>
<b>ENT SUB - HARBOR CARE SOUTH</b> A01-AC-6100-21200-21226 OTHER FINANCING USES <b>DECREASE APPROPRIATION</b>	<b>457,000</b>	<b>MARTIN LUTHER KING JR. OUTPATIENT CENTER</b> <b>MLK JR MC CHILD AND FAMILY WELLBEING CENTER</b> A01-CP-6014-64020-69846 CAPITAL ASSETS - B & I <b>INCREASE APPROPRIATION</b>	<b>457,000</b>
<b>CHILDREN AND FAMILY SERVICES - ADMINISTRATION</b> A01-CH-2000-26200 SERVICES & SUPPLIES <b>DECREASE APPROPRIATION</b>	<b>157,000</b>	<b>HEALTH SERVICES</b> <b>MLK MC CHILD AND FAMILY WELLBEING CENTER - DCFS</b> A01-CP-6014-65036-69888 CAPITAL ASSETS - B & I <b>INCREASE APPROPRIATION</b>	<b>157,000</b>
<b>PUBLIC HEALTH</b> <b>VARIOUS PUBLIC HEALTH CENTERS REFURBISHMENT</b> A01-CP-6014-65058-87426 CAPITAL ASSETS - B & I <b>DECREASE APPROPRIATION</b>	<b>13,000</b>	<b>PUBLIC HEALTH</b> <b>MLK MC CHILD AND FAMILY WELLBEING CENTER - DPH</b> A01-CP-6014-65058-69986 CAPITAL ASSETS - B & I <b>INCREASE APPROPRIATION</b>	<b>13,000</b>
<b>VARIOUS CAPITAL PROJECTS</b> <b>VARIOUS-RFURB-GEN REFURBISHMENTS</b> A01-CP-6014-65099-86613 CAPITAL ASSETS - B & I <b>DECREASE APPROPRIATION</b>	<b>612,000</b>	<b>HEALTH SERVICES</b> <b>MLK MC CHILD AND FAMILY WELLBEING CENTER - CEO</b> A01-CP-6014-65036-69887 CAPITAL ASSETS - B & I <b>INCREASE APPROPRIATION</b>	<b>612,000</b>
<b>SOURCES TOTAL</b>	<b>\$ 3,675,000</b>	<b>USES TOTAL</b>	<b>\$ 3,675,000</b>

BA050  
11.04.22

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/16/2022	
<b>BOARD MEETING DATE</b>	12/6/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works, Health Services	
<b>SUBJECT</b>	Martin Luther King, Jr. Clinical Laboratory and Red-Bag Storage Project	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Funding is required to complete the project in early 2023.	
<b>COST &amp; FUNDING</b>	Total cost: Increase of \$1,350,000 for a total of revised budget of \$15,900,000	Funding source: The additional funding of \$1,350,000 will be provided by the Department of Health Services Enterprise Fund-Committed for Department of Health Services.
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval for the revised project budget of \$15,900,000, which is an increase of \$1,350,000 from the previous Board-approved amount of \$14,550,000 for the Martin Luther King, Jr. (MLK) Clinical Laboratory and Red-bag Storage Project.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>On June 11, 2019, the Board established and approved the MLK Clinical Laboratory and Red-Bag Storage Project. On February 23, 2021, the Board approved the total project budget of \$14,550,00 and authorized Public Works to award and execute a construction contract with AWI Builders, Inc., for a not-to-exceed amount of \$8,486,500.</p> <p>Construction of the MLK Clinical Laboratory and Red-Bag Storage Project is ongoing and scheduled to be substantially complete in April 2023. During grading and excavation for utilities and foundations, unforeseen conditions were encountered that required additional design, jurisdictional agency review, and construction work. Additionally, changes to the laboratory equipment required to meet the operational and programmatic needs were identified by the tenant department during equipment validation phase which resulted in changes to various building systems. The additional funding will cover costs associated with this additional work</p>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The project will ensure that medical health services continue to be provided to a community that has been historically underserved.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 2 - Health Integration/Alliance for Health Integration by Providing Prevention, Treatment, and Healing Services.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a> .	

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
MARTIN LUTHER KING, JR. MEDICAL CAMPUS  
CLINICAL LABORATORY AND RED-BAG STORAGE PROJECT  
APPROVE REVISED PROJECT BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NO. 69857  
(FISCAL YEAR 2022-2023)  
(SUPERVISORIAL DISTRICT 2)  
(4 VOTES)**



1670 East 120th Street, Los Angeles, CA 90059

December 6, 2022

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  
MARTIN LUTHER KING, JR. MEDICAL CAMPUS  
CLINICAL LABORATORY AND RED-BAG STORAGE PROJECT  
APPROVE REVISED PROJECT BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NO. 69857  
(FISCAL YEAR 2022-23)  
(SUPERVISORIAL DISTRICT 2)  
(4 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to revise the project budget for the Martin Luther King, Jr. Medical Campus Clinical Laboratory and Red-Bag Storage Project.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended actions are within the scope of the exemption finding by the Board for the Martin Luther King, Jr. Medical Campus Clinical Laboratory and Red-Bag Storage Project from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the revised project budget of \$15,900,000, an increase of \$1,350,000 from the previous Board-approved amount of \$14,550,000, for the Martin Luther King, Jr. Medical Campus Clinical Laboratory and Red-Bag Storage Project, Capital Project No. 69857.
3. Approve the Fiscal Year 2022-23 appropriation adjustment to reallocate \$1,350,000 from the Department of Health Services' Enterprise Fund-Committed for the Department of Health Services to fund the remaining project expenditures of the Martin Luther King, Jr. Medical Campus Clinical Laboratory and Red-Bag Storage Project, Capital Project No. 69857.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will find that they are within the within the scope of the previous exemption finding by the Board from the California Environmental Quality Act (CEQA) and approve the revised project budget and associated appropriation adjustment for the Martin Luther King, (MLK) Jr. Medical Campus Clinical Laboratory and Red-Bag Storage Project.

### Background

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

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

Construction of the MLK Clinical Laboratory and Red-Bag Storage Project is approximately 70 percent complete and is expected to be substantially completed in April 2023.

### Unforeseen Underground Conditions/Jurisdictional Review

During grading and excavation for utilities and foundations, unforeseen conditions were encountered, including unsuitable native soils that had to be excavated, removed, and replaced with import soil, existing asbestos-cement pipes that had to be abated and disposed; and existing concrete caissons that had to be removed due to conflicts with the new work. Additionally, a conflict between the new utilities and existing subgrade was identified, requiring redesign of the backfill for pipe trenches and resubmittal for plan check.

These unforeseen conditions are outside of the original scope of work and will result in both cost and schedule impacts to the project. Public Works estimates the cost of this additional work at \$1,200,000, and the additional time required to address these unforeseen conditions will delay substantially completion from September 2022 to April 2023.

### Laboratory Equipment Changes

Changes to both the owner-furnished and contractor-furnished laboratory equipment were identified by the tenant department during equipment validation phase. The changes are required to meet the operational and programmatic needs for clinical staff and for laboratory operations. The equipment changes will result in modifications to structural supports, electrical and low voltage cabling and outlets, plumbing, mechanical ductwork, and casework. These equipment changes are outside of the original scope of work and will result in cost impacts to the project. Public Works estimates the cost of this additional work at \$150,000.

### Green Building/Sustainable Design Program

On December 20, 2016, the Board adopted a new Leadership in Energy and Environmental Design (LEED) policy, requiring all new County buildings greater than 10,000 square feet in size, to achieve LEED Gold Certification. The MLK Clinical Laboratory and Red-Bag Storage Project's new laboratory building is less than 10,000 square feet; therefore, it is exempt from achieving LEED certification. However, the project will continue to support the Board's policy for Green Building/Sustainable Design Program by recycling disposable material, incorporating energy efficient products during construction, and by incorporating water and energy conservation features.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic Development in the County; Strategy II.2, Support the Wellness of our Communities; and Strategy III.3, Coordinate Workforce Development. Strategic Plan supports the wellness of our communities and enhances the delivery of comprehensive and seamless healthcare services to the residents of the County seeking healthcare assistance.

### **FISCAL IMPACT/FINANCING**

Approval of the recommended actions will increase the previous Board approved project budget from \$14,550,000 to \$15,900,000, an increase of \$1,350,000. The revised project budget includes programming, predevelopment activities, make-ready work, scoping documents, plans and specifications, permit fees, construction, construction change order allowance, consultant services, inspection services, and County services. The revised project budget and schedule are included in Enclosure A.

The proposed budget increase in the amount of \$1,350,000 will provide additional funding to cover the cost of unforeseen underground conditions, additional jurisdictional review, and changes to the laboratory equipment.

Board approval of the enclosed Fiscal Year 2022-23 appropriation adjustment (Enclosure B) will reallocate \$1,350,000 from the Department of Health Services Enterprise (DHS) Fund-Committed for DHS to fund the projected Fiscal Year 2022-23 expenditures for the MLK Clinical Laboratory and Red-Bag Storage Project, Capital Project No. 69857.

#### Operating Budget Impact

Following completion of the projects, DHS will fund the associated ongoing maintenance and operational costs with the departmental resources in future budget phases. There is no net County cost impact associated with the recommended actions.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the project budget includes one percent of the design and construction costs to be allocated to the Civic Art fund. If approved, this budget increase will increase the eligible Civic Art allocation from \$117,000 to \$145,000.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy adopted on September 6, 2016, the project continues to require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

#### **ENVIRONMENTAL DOCUMENTATION**

On June 11, 2019, the Board found the MLK Clinical Laboratory and Red-Bag Storage Project categorically exempt from CEQA. A Notice of Exemption was filed on June 18, 2019. The project remains within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15301 (l) (3) and (4); 15303 (c); and 15304 (a) and (b) of the State CEQA Guidelines and Classes 1 (h) (3) and (4); 3 (k); and 4 (a) and (c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project continues to provide for demolition of individual small structures and construction of small buildings not exceeding 10,000 square feet with negligible or no expansion of

use. The currently recommended actions are within the scope of the previous finding of exemption, and there are no changes that require additional findings under CEQA.

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

### **CONTRACTING PROCESS**

On July 12, 2021, Public Works entered into low-bid agreement for construction services with AWI Builders Inc., for an \$8,486,500. To date, Public Works has executed 16 change orders under delegated authority in the amount of \$572,304.26 or 6.74 percent of the original contract sum. Approval of the recommended actions will allow Public Works to execute construction change orders under delegated authority to address the unforeseen underground conditions, additional jurisdictional reviews and laboratory equipment changes.

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

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



The Honorable Board of Supervisors  
December 6, 2022  
Page 6

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:LR:jc

Enclosures

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

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
MARTIN LUTHER KING, JR. MEDICAL CAMPUS  
CLINICAL LABORATORY AND RED-BAG STORAGE PROJECT  
APPROVE REVISED PROJECT BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NO. 69857  
(FISCAL YEAR 2022-2023)  
(SUPERVISORIAL DISTRICT 2)  
(4 VOTES)**

**I. PROJECT SCHEDULE SUMMARY**

Project Activity	Scheduled Completion Date	Revised Scheduled Completion Date
<b>Make-Ready</b>		
Construction Documents	07/19/2019 (Actual)	
Jurisdictional Approvals	09/23/2019 (Actual)	
Construction Award	08/06/2020 (Actual)	
Substantial Completion	11/13/2020 (Actual)	
<b>Low-Bid Construction</b>		
Construction Documents	06/26/2020 (Actual)	
Jurisdictional Approvals	02/09/2021 (Actual)	
Construction Award	June 2021	July 2021 (Actual)
Substantial Completion	September 2022	April 2023
Project Acceptance	November 2022	May 2023

**II. PROJECT BUDGET SUMMARY**

Project Budget Category	Proposed Budget	Changes Since Previous Board Approved Budget	Revised Budget
<b>Hard Costs</b>			
Low-Bid Construction	\$ 8,500,000		\$ 8,500,000
Make-Ready Construction	\$ 1,040,000		\$ 1,040,000
Change Order Contingency	\$ 996,000	\$1,582,000	\$ 2,578,000
Utility Connections	\$ 10,000	(\$ 10,000)	\$ 0
Construction Subtotal	\$10,546,000	\$1,572,000	\$12,118,000
Civic Art	\$ 117,000	\$ 28,000	\$ 145,000
Hard Costs Subtotal	<b>\$10,663,000</b>	<b>\$1,600,000</b>	<b>\$12,263,000</b>
<b>Soft Costs</b>			
Plans and Specifications	\$ 2,314,500	(\$ 75,000)	\$ 2,239,500
Consultant Services	\$ 911,000	(\$ 25,000)	\$ 886,000
Miscellaneous Expenditures	\$ 20,000		\$ 20,000
Jurisdictional Review/Plan Check/Permits	\$ 305,000		\$ 305,000
County Services	\$ 336,500	(\$ 150,000)	\$ 186,500
Soft Costs Subtotal	<b>\$ 3,887,000</b>	<b>(\$ 250,000)</b>	<b>\$ 3,637,000</b>
<b>TOTAL PROJECT COST</b>	<b>\$14,550,000</b>	<b>\$1,350,000</b>	<b>\$15,900,000</b>

November 07, 2022

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 2022-23  
4 - VOTES**

**SOURCES**

**USES**

DHS ENTERPRISE FUND  
MN2-3078  
COMMITTED FOR DHS  
**DECREASE OBLIGATED FUND BALANCE**

**1,350,000**

DHS ENTERPRISE FUND  
MN2-HS-6100-60070  
OTHER FINANCING USES  
**INCREASE APPROPRIATION**

**1,350,000**

HARBOR CARE SOUTH ENTERPRISE FUND  
MN1-HH-96-9911-60020  
OPERATING TRANSFERS IN  
**INCREASE REVENUE**

**1,350,000**

HARBOR CARE SOUTH ENTERPRISE FUND  
MN1-HH-96-9912-60020  
OPERATING SUBSIDY - GENERAL FUND  
**DECREASE REVENUE**

**1,350,000**

ENT SUB - HARBOR CARE SOUTH  
A01-AC-6100-21200-21226  
OTHER FINANCING USES  
**DECREASE APPROPRIATION**

**1,350,000**

MARTIN LUTHER KING JR. OUTPATIENT CENTER  
MLK CLINICAL LABORATORY AND RED-BAG STORAGE  
A01-CP-6014-64020-69857  
CAPITAL ASSETS - B & I  
**INCREASE APPROPRIATION**

**1,350,000**

**SOURCES TOTAL** \$ 4,050,000

**USES TOTAL** \$ 4,050,000

**JUSTIFICATION**

This budget adjustment of \$1,350,000 is necessary to fund Capital Project No. 69857, MLK Clinical Laboratory and Red-Bag Storage Project, from DHS Enterprise Fund-Committed for DHS for anticipated expenditures in FY 2022-23.

**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 \_\_\_\_\_