

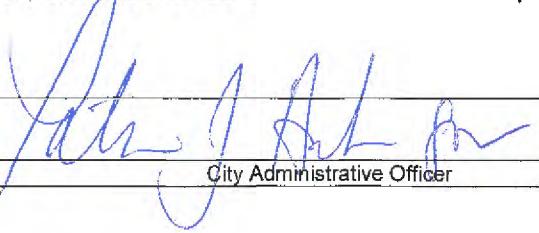
**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor and Council	Date: 08-17-18	C.D. No. --	CAO File No.: 0150-10532-0002
Contracting Department/Bureau: Emergency Management Department		Contact: Donyale Hall, (213) 978-0542	
Reference: Emergency Management Department report dated July 30, 2018 (C.F. 15-1092)			
Purpose of Contract: To provide a Public Health Coordinator for the Emergency Management Department			
Type of Contract: ( ) New contract (X) Amendment, Contract No. C-126913	Contract Term Dates: July 1, 2018 through June 30, 2019		
Contract/Amendment Amount: \$137,828			
Proposed amount \$ 137,828+ Prior award(s) \$ 446,558= Total \$ 584,386			
Source of funds: General Fund			
Name of Contractor: Los Angeles County Department of Public Health (LACDPH)			
Address: 600 South Commonwealth Avenue, Suite 700, Los Angeles, California 90005			
	Yes	No	N/A
1. Council has approved the purpose	X		Contractor has complied with:
2. Appropriated funds are available	X		8. Business Inclusion Program
3. Charter Section 1022 findings completed		X	9. Equal Benefits & First Source Hiring Ordinances
4. Proposals have been requested		X	10. Contractor Responsibility Ordinance
5. Risk Management review completed		X	11. Slavery & Border Wall Disclosure Ordinances
6. Standard Provisions for City Contracts included	X		12. Bidder Certification CEC Form 50
7. Workforce that resides in the City: %			13. Prohibited Contributors (Bidders) CEC Form 55
			14. California Iran Contracting Act of 2010

## RECOMMENDATIONS

That the City Council, subject to the approval of the Mayor:

1. Authorize the General Manager of the Emergency Management Department (EMD) to:
  - a. Execute the Second and Third Amendments to Contract No. C-126913 between the City of Los Angeles and the Los Angeles County Department of Public Health (LACDPH) for a term of one year beginning July 1, 2018 through June 30, 2019 and for a maximum amount of \$137,828, subject to the review and approval of the City Attorney as to form;
2. Authorize the Emergency Management Department to:
  - a. Deposit monthly reimbursement payments received to the City's General Fund, Fund 100, Dept. 35, Revenue Source Code 5188, Miscellaneous Revenue-Others; and,
  - b. Prepare Controller instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer, and authorize the Controller to implement the instructions.

BYO	Analyst	0150-10532-0002	
CAO 661 Rev. 07/2018		City Administrative Officer	

## SUMMARY

The Emergency Management Department (EMD) requests authority to execute the Second and Third Amendments to Contract No. C-126913 between the City of Los Angeles and the Los Angeles County Department of Public Health (LACDPH) for a Public Health Emergency Preparedness and Response Services Coordinator. Under the terms of the contract, the maximum funding obligation by LACDPH is \$137,828 for the period of July 1, 2018 through July 30, 2019.

## BACKGROUND

The initial contract (C-126913) was approved by City Council on December 15, 2015 to provide the Emergency Management Department (EMD) with a staff position dedicated to public health emergency planning (C.F. 15-1092). The Los Angeles County Department of Public Health (LACDPH) has provided the City with this position since 2007, but discontinued this service during Fiscal Year 2014-15 due to program changes within the LACDPH. However, the LACDPH indicated that funding would remain available for the EMD to provide its own Public Health Coordinator, which constituted the original contract. Under the terms of the contract, the City would serve as a contractor to the LACDPH and deliver services that the LACDPH would otherwise have the authority to provide under the California Health and Safety Code.

The First Amendment extended the term of the contract for one year beginning July 1, 2017 through June 30, 2018. The Second Amendment extends the term of the contract for one additional year beginning July 1, 2018 through June 30, 2019 and continues the work for public health emergency preparedness and response planning under the Catalog of Federal Domestic Assistance (CFDA) No. 93.074 Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements through the United States Department of Health and Human Services-Centers for Disease Control and Prevention (CDC) (Attachment A). The Third Amendment revises the Standard Provisions established in Los Angeles County contracts at the direction of the LACDPH (Attachment B).

The Senior Project Coordinator (Class Code 1538) assigned to this position will continue to be exclusively dedicated to support the City's emergency preparedness and response planning for public health emergencies and threats, including bioterrorism. The Senior Project Coordinator will act as the liaison between the LACDPH Emergency Preparedness and Response Division and the City of Los Angeles Emergency Management Department. Duties for the position include, but are not limited to, implementing, executing, and coordinating key public health emergency preparedness domains for the City of Los Angeles including community resilience, incident management, information management, countermeasures and mitigation, surge management, and bio-surveillance.

The Second Amendment provides \$87,425 in salaries, \$32,425 in employee benefits, and \$17,978 in indirect costs for a maximum obligation of \$137,828. The Department has been advised that this amount may need to be revised in a Fourth Amendment to reflect a 2.25 percent cost of living adjustment associated with this position under Memoranda of Understanding (MOU) No. 20, which became effective on June 24, 2018, in addition to the application of Cost Allocation Plan (CAP) 40. Front-funding for this position was provided to the Department in the 2018-19 Adopted Budget and reimbursements by the LACDPH will be recorded as revenue to the General Fund. Based on an estimated employment date beginning in September 2018, the LACDPH reimbursements may be

insufficient by \$24,949, comprised of a \$18,736 surplus in salaries; a \$33,715 shortfall in employee benefits; and, a \$9,970 shortfall for indirect costs.

The Senior Project Coordinator position will be funded through the County by the CDC Cities Readiness Initiative Grant Program and is therefore eligible for position exemption under Charter Section 1001(d)(4), which provides civil service exemption for grant funded positions. The EMD has received approval for exemption by the Board of Civil Service Commissioners effective March 8, 2018 for a term not to exceed two years. The Senior Project Coordinator position is also included in the 2018-19 Personnel Authority Resolution (C.F. 18-1700).

## **FISCAL IMPACT STATEMENT**

There is no additional General Fund impact associated with approval of the contract amendments. Funding for the direct salary and related costs for the Senior Project Coordinator position are already included in the Department's operating budget. The Department has been advised to monitor its contractual expenses and to request a Fourth Amendment, to address the Cost Allocation Plan and the 2.25 percent cost of living adjustment, should the maximum funding obligation of \$137,828 be determined to be insufficient. No matching funds are required. Acceptance of the grant and approval of the recommendations in this report are in compliance with the City's Financial Policies in that one-time funding is being used for one-time expenses.

RHL:BYO:04180018

Attachments

Contract No. PH-003073

**PUBLIC HEALTH EMERGENCY PREPAREDNESS AND RESPONSE  
SERVICES AGREEMENT**

Amendment Number 2

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2018,

by and between

COUNTY OF LOS ANGELES (hereafter  
"County"),

and

CITY OF LOS ANGELES (hereafter  
"Contractor").

WHEREAS, reference is made to that certain document entitled "PUBLIC  
HEALTH EMERGENCY PREPAREDNESS AND RESPONSE SERVICES  
AGREEMENT", dated January 1, 2016, and further identified as Agreement No. PH-  
003073, and any Amendments thereto (all hereafter referred to as "Agreement")  
between County and Contractor; and

WHEREAS, County has been allocated funds from the federal Centers for  
Disease Control and Prevention ("CDC"), Catalog of Federal Domestic Assistance  
Number 93.074 for Public Health Emergency Preparedness, of which a portion of these  
funds has been designated to upgrade local public health jurisdictional preparedness  
efforts in order to respond to acts of bioterrorism, outbreaks of infectious disease, and  
other public health threats and emergencies; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term, add additional funding, and provide for other changes set forth herein; and

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

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective July 1, 2018.
2. On effective date of this Amendment, Exhibit B-3 (Scope of Work) and Exhibit C-3 (Budget), attached hereto and incorporated herein by reference, shall be added to the Agreement.
3. Paragraph 1, APPLICABLE DOCUMENTS, shall be replaced in its entirety to read as follows.

**“1. APPLICABLE DOCUMENTS”**

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

**Standard Exhibits**

Exhibit A – Statement of Work – (Intentionally Omitted)  
Exhibit B, B-1, B-2, and B-3 - Scopes of Work  
Exhibit C, C-1, C-2, and C-3 Budgets  
Exhibit D – Contractor’s EEO Certification  
Exhibit E - Contractor Acknowledgement and Confidentiality Agreement

Exhibit F - Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

Exhibit G – Charitable Contributions Certification”

4. Paragraph 3, DESCRIPTION OF SERVICES, Subparagraph A, shall be revised to read as follows:

“A. Contractor shall provide services in the manner described in Exhibits B, B-1, B-2, and B-3 (Scopes of Work) attached hereto and incorporated herein by reference.”

5. Paragraph 4, TERM OF CONTRACT, first paragraph shall be revised to read as follows:

“4. TERM OF CONTRACT:

The term of this Contract shall be effective January 1, 2016 and shall continue in full force and effect through June 30, 2019, unless sooner terminated or extended, in whole or in part, as provided in this Contract.”

6. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be replaced in its entirety to read as follows:

“5. MAXIMUM OBLIGATION OF COUNTY:

A. Effective January 1, 2016 through June 30, 2016, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Fifty-Two Thousand, Two Hundred Sixty-Five Dollars (\$152,265), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

B. Effective July 1, 2016 through June 30, 2017, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Fifty-Six Thousand, Four Hundred Sixty-Five Dollars (\$156,465), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

C. Effective July 1, 2017 through June 30, 2018, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thirty-Seven Thousand, Eight Hundred Twenty-Eight Dollars (\$137,828), as forth in Exhibit C-2, attached hereto and incorporated herein by reference.

D. Effective July 1, 2018 through June 30, 2019, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thirty-Seven Thousand, Eight Hundred Twenty-Eight Dollars (\$137,828), as forth in Exhibit C-3, attached hereto and incorporated herein by reference.

E. 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 any 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.

F. 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 contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 20, NOTICES."

G. 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."

7. Paragraph 31, CONSIDERATION OF HIRING GAIN/GROW

PARTICIPANTS shall be replaced in its entirety to read as follows:

"31. 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 [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

H. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

8. Except for the changes set forth hereinabove, Contract shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment 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

\_\_\_\_\_  
CITY OF LOS ANGELES  
Contractor

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

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
MARY C. WICKHAM  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

# 04353

**Attachment A**  
**Exhibit B-3**

**EPRD/EMD Scope of Work (PH-003073/C-126913)**

<b>CONTRACT REFERENCE</b>	LACDPH: PH-003073 City of Los Angeles: C-126913	<b>TERM(S)</b>	July 1, 2018 – June 30, 2019
<b>CONTRACT</b>	Los Angeles County Department of Public Health (LACDPH) Emergency Preparedness and Response Division (EPRD)		
<b>CONTRACTOR</b>	City of Los Angeles Emergency Management Department (EMD)		
<b>EMPLOYEE SUPERVISION</b>	The EMD Public Health Liaison (PHL) is assigned to the EMD Planning Division and reports to the Planning Division Chief as their immediate supervisor. EMD supervision includes assignment of projects to the PHL and approving work assignments proposed for the PHL. EMD Planning Division Chief will perform all required administrative and personnel duties including, but not limited to, approval of calendar appointments, vacation requests, timesheet processing, and related responsibilities in accordance with the City Personnel Department's Supervisory Rules and Regulations.		

<b>OBJECTIVES</b>	<b>ACTIVITIES</b>	<b>TIMELINE (COMPLETION DATE)</b>	<b>DOCUMENTATION/ EVALUATION</b>
<b>1.0 Emergency Operations Planning</b>			
Assist the EMD Planning Division by participating in the review and revision of City Emergency Operations Plans (EOPs), Annexes, Department emergency plans, Department Continuity of Operations Plans (COOPs), Department Disability, Access and Functional Needs (DAFN) standard operating procedures (SOPs), and any other emergency plans as assigned to ensure public health and medical issues are addressed.			
1.1 Review and update the City's Emergency Operations Plan (EOP) and all related annexes.	1.1 a Review, revise and update the City's EOP and all related annexes (including but not limited to the chemical, biological, radiological and nuclear (CBRN) Annex) to ensure that public health and medical issues are addressed. This revision should integrate at-risk population data and include specific operational guidance/attachments documents related to LACDPH plans (e.g., Zika, Aerosolized Anthrax, Emerging Infectious Diseases, etc.)	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed and include meeting agendas, meeting minutes, or other related documentation including updated plans.

**Attachment A**

OBJECTIVES	ACTIVITIES	TIMELINE (COMPLETION DATE)	DOCUMENTATION/ EVALUATION
1.2 Review and update City Department Emergency Plans (DEPs).	1.2a Review, revise and update DEPs to ensure that public health issues are addressed.	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed and include meeting agendas, meeting minutes, or other related documentation including updated plans.
1.3 Review and update City Department Continuity of Operations Plans (COOPs) and related Standard Operating Procedures (SOPs) as appropriate.	1.3a Review and update DEPs to ensure public health and medical issues are addressed.	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed and include meeting agendas, meeting minutes, or other related documentation including updated plans.
1.4 Review and update plans and procedures related to persons with disabilities or others with access and functional needs.	1.4a Assist with the review and revision of City Disability, Access and Functional Needs (DAFN) Plans and SOPs to ensure public health issues are addressed.	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed and include meeting agendas, meeting minutes, or other related documentation including updated plans
1.5 As needed, review and update any other emergency plans assigned to the EMD Planning Division	1.5a Assist with the development, review, and/or revision of any new emergency plans or projects to ensure public health and medical issues are addressed.	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed and include meeting agendas, meeting minutes, or other related documentation including updated plans.

Attachment A			
OBJECTIVES	ACTIVITIES	TIMELINE (COMPLETION DATE)	DOCUMENTATION/EVALUATION
<b>2.0 Community Preparedness (PHEP Capability 1)</b> Build community resilience in City of Los Angeles planning activities to ensure that public health emergency preparedness, response, and recovery plans are coordinated. (HPP-PHEP Domain 1: Community Resilience)			
2.1 Integrate populations characterized as "at-risk" into City of Los Angeles emergency operations planning.	2.1a Using existing analysis and mapping methods, identify access and functional needs of at-risk populations for the City of Los Angeles and integrate data into City of Los Angeles planning.	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed and include meeting agendas, meeting minutes, or other related documentation.
2.2 Engage with community organizations and other partners to foster public health emergency preparedness and community engagement in the City of Los Angeles.	2.2a Coordinate with LACDPH to plan public health participation in City of Los Angeles community meetings, workshops, and health fairs related to emergency and disaster public health preparedness.  2.2b Coordinate participation in hazard or functional planning meetings with Los Angeles County medical and health operational area leads, either by the [PHL] and/or by other City of LA representatives as appropriate. Required meetings include: Whole Community Planning meetings, workshops, and exercises.	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed and include meeting agendas, meeting minutes, or other related documentation.
<b>3.0 Emergency Operations Coordination (PHEP Capability 3)</b> Improve emergency operations planning, processes, and training efforts to build capacity in the health discipline at the City of Los Angeles Emergency Operations Center before, during, and after an emergency. (PHEP-HPP Domain 2: Incident Management)			
3.1 Improve emergency operations coordination and LACDPH participation in City of Los Angeles incidents.	3.1 Facilitate communication and planning for the appropriate level of public health participation and response. Coordinate participation by a subject matter expert from LACDPH when City of Los Angeles engages in public health planning activities.	Ongoing through June 30, 2019	Submit monthly statement of activities performed including meeting agendas, meeting minutes, or other related planning documentation.
3.2 Build City of Los Angeles Emergency	3.2a By participating in the EOC Task Force, continue to refine and develop clear LACDPH position roles and	Ongoing activities	Submit monthly statement of activities performed and

OBJECTIVES	ACTIVITIES	TIMELINE (COMPLETION DATE)	DOCUMENTATION/ EVALUATION
Operations Center (EOC) incident command system functions to support public health responses.	<p>responsibilities within the City of Los Angeles emergency management structure and develop supporting documentation and guidance for positions.</p> <p><b>3.2b</b> Identify EOC positions for LACDPH staff and provide opportunities for planning, participating, observing, and evaluating City of Los Angeles exercises.</p> <p><b>3.2c</b> Coordinate request(s) for Public Health Technical Specialist(s) and medical and health resources (e.g. emPOWER data) in support of EOC activations and emergency operations.</p>	through June 30, 2019	include meeting agendas, meeting minutes, or other related documentation (e.g. position checklist for public health roles, contacts, and procedures for activation)
<b>3.3</b> Improve EOC coordination in regional public health exercises and training	<p><b>3.3a</b> Participate in jurisdictional, Operational Area, regional and statewide drills and exercises as related to public health and medical emergencies.</p> <p><b>3.3b</b> Work with EPRD and EMD to include the roles and responsibilities of public health in City emergency management related training programs as appropriate.</p>	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed including meeting minutes, summary notes, multi-year training plans, agendas, exercise materials, etc.
<b>4.0 Information Sharing (PHEP Capability 6)</b> Strengthen information sharing among public health and medical preparedness and response partners and enhance emergency public information and warning. (HPP-PHEP Domain 3: Information Management)			
4.1 Share situational awareness to enable effective response during emergencies, field level incidents, and planned events	4.1 Identify and establish information flow protocols and data elements for sharing in coordination with LACDPH for effective response. Provide liaison services between public health agencies and the EMD Duty Officer as needed during actual incidents and events.	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed and include meeting agendas, meeting minutes, or other related documentation.
4.2 Share emergency information and warnings across disciplines, jurisdictions	4.2 Participate in regional public health meetings including but not limited to the Medical and Health Operational Area Coordination (MHOAC), Southern Regional Public Health Exercise and Emergency Response (SRPHEER) committee, MSA collaboration, and other Operational Area meetings.	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed and include meeting agendas, meeting minutes, or other related documentation.

Attachment A

OBJECTIVES	ACTIVITIES	TIMELINE (COMPLETION DATE)	DOCUMENTATION/ EVALUATION
4.3 Utilize existing communication systems to strengthen community preparedness	<p><b>4.3a</b> Assist in broadening LACDPH's public messaging reach by utilizing and leveraging existing systems at the City of Los Angeles to reach the City of Los Angeles population.</p> <p><b>4.3b</b> Utilizing LACDPH subject matter expertise—and in coordination with LACDPH as appropriate—develop City of Los Angeles protocols for public health risk communication.</p> <p><b>4.3c</b> Participate in and/or coordinate relevant subject matter experts in any public information planning meetings.</p>	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed and include meeting agendas, meeting minutes, or other related documentation including any communications protocol and any copies of health messages, websites, etc.
<b>5.0 Countermeasures and Mitigation (HPP-PHEP Domain 4: Countermeasures and Mitigation)</b>			
Identify and initiate medical countermeasure (MCM) distribution and dispensing strategies to strengthen access to and administration of medical and other countermeasures for pharmaceutical and non-pharmaceutical interventions (NPI).			
5.1 Execute a Memorandum of Understanding (MOU) with LACDPH and City of Los Angeles for MCM response	5.1 Develop and implement an agreement between City of Los Angeles and LACDPH on the defined role and responsibilities in MCM and NPI response(s).	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed including copy of signed agreement.
<b>Medical Countermeasures Dispensing (PHEP Capability 8) Identify and initiate medical countermeasure (MCM) dispensing strategies to strengthen access to and administration of medical and other countermeasures for pharmaceutical interventions.</b>			
5.2 Coordinate planning for dispensing of MCM to the City of Los Angeles' in a public health emergency using LACDPH dispensing strategies	<p><b>5.2a</b> Identify medical point of dispensing (MPOD) sites and develop site-specific incident action plan (IAP) templates to support oral and vaccine MCM dispensing.</p> <p><b>5.2b</b> In coordination with LACDPH, develop procedures for receiving, storing, handling, and dispensing MCM at MPOD sites.</p> <p><b>5.2c</b> Develop procedures for activating City of Los Angeles personnel needed to respond to MCM response dispensing strategies and assist in coordinating the delivery and</p>	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed and include meeting agendas, meeting minutes, or other related documentation including MPOD site plans and IAP templates

Attachment A

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<b>OBJECTIVES</b>	<b>ACTIVITIES</b>	<b>TIMELINE (COMPLETION DATE)</b>	<b>DOCUMENTATION/ EVALUATION</b>
	provision of adequate training for identified MCM dispensing strategy.		
<b>5.3 Coordinate with LACDPH to identify additional MCM dispensing strategies</b>	<b>5.3 Identify and engage partner agencies for additional MPOD site support and resources such as Closed PODs, drive-through PODs, etc. If memoranda of understanding (MOUs) are required, assist in coordinating development of MOUs.</b>	Ongoing activities through June 30, 2018	Submit monthly statement of activities performed including copy of written activation dispensing procedures
<b>5.4 Coordinate a Public Information Strategy with LACDPH</b>	<b>5.4 Develop a public information strategy to inform the affected population of dispensing operations prior to during MCM response.</b>	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed and include meeting agendas, meeting minutes, or other related documentation.
<b>5.5 Exercise MCM dispensing strategies for the City of Los Angeles</b>	<b>5.5 Assist LACDPH in planning and implementation of tabletop, functional or full scale MPOD exercises to test the Los Angeles County and City of Los Angeles' MCM capabilities.</b>	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed including copy of exercise plan and after-action reports.
<b>Medical Materiel Management and Distribution (PHEP Capability 9)</b> Public health departments coordinate medical material management and distribution when a public health emergency overwhelms the routine community supply chain.			
<b>5.7 Coordinate with LACDPH to support medical materiel management and distribution</b>	<b>5.7a</b> In coordination with LACDPH EPRD, develop a MCM Distribution Concept of Operations for the City of Los Angeles including distribution site security and transportation security processes for the activation of the MCM material receiving sites. <b>5.7b</b> Assist in identifying a process for staffing City of Los Angeles site and providing training.	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed and include meeting agendas, meeting minutes, or other related documentation (e.g. MCM Distribution Concept of Operations draft).
<b>Responder Safety and Health (PHEP Capability 14)</b> Ensuring the safety and health of staff who respond to an incident, including a large-scale incident that may require significant personnel from outside the health department.			

Attachment A			
OBJECTIVES	ACTIVITIES	TIMELINE (COMPLETION DATE)	DOCUMENTATION/EVALUATION
5.8 Ensure protocols and processes to provide MCM to first responders during an incident requiring MCM response are current and reflect best practices	<p><b>5.8a</b> Review and refine plans and procedures to ensure that City first responders receive MCM needed to respond to a public health emergency.</p> <p><b>5.8b</b> Maintain available pre-positioned MCM caches held within the City of Los Angeles per agreement with LA County EMS Agency.</p>	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed and include meeting agendas, meeting minutes, or other related documentation including pre-positioned MCM plan and signed pre-positioned MCM quarterly monitoring forms.
<b>6.0 Strengthen Surge Management (HPP-PHEP Domain 5: Surge Management)</b>			
Support LACDPH to manage public health shelter and surge needs.			
<b>6.1 Mass Care (PHEP Capability 7)</b> Coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location.			
6.1 Address the health needs of those impacted by an incident at congregate locations	<b>6.1a</b> Review and update the City of Los Angeles Mass Care and Shelter Annex Health and Safety Appendix with public health response information.	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed and include meeting agendas, meeting minutes, or other related documentation including a copy of the plan.
<b>6.2 Volunteer Management (PHEP Capability 15)</b> Support LACDPH coordination of volunteers to support response to incidents			
6.2 Connect medical, health, mental health and other licensed professionals to the Medical Reserve Corps (MRC) Los Angeles	<b>6.2</b> Assist the LACDPH MRC coordinator in promoting registration of individuals to join MRC Los Angeles within the City of Los Angeles.	Ongoing activities through June 30, 2019	Submit monthly statement of activities performed and include meeting agendas, meeting minutes, or other related documentation.

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
EMERGENCY PREPAREDNESS AND RESPONSE DIVISION

## CONTRACT BUDGET SUMMARY

CONTRACTOR/VENDOR NAME: City of Los Angeles

CONTRACT NUMBER: PH-003073

SCHEDULE/PROJECT NUMBER:

BUDGET PERIOD: July 1, 2018 - June 30, 2019

FUNDING SOURCE: CDC 18-19 Cities Readiness Initiative (CRI)

BUDGET SUMMARY	
BUDGET CATEGORY	AMOUNT
Salaries	\$ 87,425
Employee Benefits	\$ 32,425
Travel	\$ -
Equipment	
Supplies	
Consultant/Contractual	
Other	
Indirect Costs*	\$ 17,978
<b>TOTAL COST</b>	<b>\$ 137,828</b>

\*To request funds for indirect costs, agency must have one of the following:

Federal Negotiated Indirect Cost Rate Agreement (NICRA)

Auditor Certified Indirect Cost Rate

Indirect Cost is limited to 15% of total Salaries and Employee Benefits.

Contract No. PH-003073

**PUBLIC HEALTH EMERGENCY PREPAREDNESS AND RESPONSE  
SERVICES AGREEMENT**

Amendment Number 3

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2018,

by and between

COUNTY OF LOS ANGELES (hereafter  
"County"),

and

CITY OF LOS ANGELES (hereafter  
"Contractor").

WHEREAS, reference is made to that certain document entitled "PUBLIC  
HEALTH EMERGENCY PREPAREDNESS AND RESPONSE SERVICES  
AGREEMENT", dated January 1, 2016, and further identified as Agreement number  
PH-003073, and any Amendments thereto (all hereafter referred to as "Agreement")  
between County and Contractor; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to  
update standard provisions as set forth herein; and

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

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective upon execution.

2. Paragraph 7, ALTERATION OF TERMS/AMENDMENTS, shall be replaced in its entirety to read as follows:

**7. ALTERATION OF TERMS/AMENDMENTS:**

A. The body of this Contract and any Exhibit(s) 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. 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 79.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an increase or decrease in funding up to ten

percent (10%) above or below each 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 79.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."

3. Paragraph 22 of the Agreement, ASSIGNMENT AND DELEGATION, shall be replaced in its entirety to read as follows:

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

C. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

D. 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.

4. Paragraph 31, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS shall be replaced in its entirety to read as follows:

"31. 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 [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 and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

5. Paragraph 33, CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, shall be replaced in its

entirety to read as follows:

**"33. 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 on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org)

6. Paragraph 35, COUNTY'S QUALITY ASSURANCE PLAN, shall be replaced in its entirety to read as follows:

**"35. 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.

7. Paragraph 77, COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES, shall be added to read as follows:

"77. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement."

8. Paragraph 78, DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT), shall be added to read as follows:

"78. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT):

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 duration of the Master Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests."

9. Paragraph 79, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, shall be added in its entirety to read as follows.

"79. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to ten percent (10%) above or below each term's annual base maximum obligation; and 2) 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 billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocations 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 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."

10. Paragraph 80, COMPLIANCE WITH COUNTY'S POLICY OF EQUITY, shall be added in its entirety to read as follows.

**80. COMPLIANCE WITH COUNTY'S POLICY OF EQUITY:**

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

11. Except for the changes set forth hereinabove, Contract shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment 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

CITY OF LOS ANGELES  
Contractor

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

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
MARY C. WICKHAM  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

# 02839