

**DEPARTMENT OF PUBLIC HEALTH
CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND
RETENTION SERVICES**

Amendment Number 18

THIS AMENDMENT is made and entered into on Apr 27, 2022
33184

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CITY OF LONG BEACH DEPARTMENT
OF HEALTH AND HUMAN SERVICES
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Children's Health Outreach, Enrollment, Utilization and Retention Services," dated June 4, 2013, and further identified as Contract No. PH-002508, and any Amendments thereto (all hereafter "Contract"); and

WHEREAS, on March 4, 2020, the County Board of Supervisors (Board) proclaimed a state of emergency regarding the Novel Coronavirus (COVID-19); and

WHEREAS, on March 30, 2021, the Board delegated authority to the Director of Public Health, or designee, to, among other delegations, amend various contracts expiring by September 30, 2021, including this Contract, to extend the term on a month-to-month basis until the end of the month of the six (6) month anniversary following the date on which the Proclamation of a Local and Public Health Emergency due to COVID-19 (Health Emergency Proclamation) is lifted by the Board; and

WHEREAS, under this Board delegated authority, this Contract was amended to extend the term of the Contract for nine (9) months for the period of July 1, 2021,

through March 31, 2022; and

WHEREAS, under the above referenced Board delegated authority, it is the intent of the parties hereto to amend Contract to further extend the term of this Contract for three (3) additional months; effective April 1, 2022, through June 30, 2022, increase the maximum obligation of the County, and make other hereafter designated changes, to allow for the continuation of Children's Health Outreach, Enrollment, Utilization and Retention Services; and

WHEREAS, County has been allocated funding from California Assembly Bill 74 (AB74), partially comprised of Federal Medical Assistance Program – Medicaid funds, Assistance Listing Number 93.778, through the California Department of Health Care Services (CDHCS) Medi-Cal Eligibility Division to support the Medi-Cal Health Enrollment Navigators Project (Navigators Project); and

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

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Contract; and

NOW, THEREFORE, the parties hereto 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 shall be effective April 1, 2022.

3. First subparagraph of Paragraph 3, TERM OF CONTRACT, shall be

deleted in its entirety and replaced as follows:

“The term of this Contract shall be effective July 1, 2013, and shall continue in full force and effect through June 30, 2022, or until six (6) months following the date when the Coronavirus Disease 2019 Emergency Proclamation is lifted by the Board of Supervisors, whichever occurs earlier, unless sooner terminated or extended, in whole or in part, as provided in this Contract.”

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, subparagraph M shall be deleted in its entirety and replaced to read as follows:

“M. For the period of July 1, 2021, through June 30, 2022, the maximum obligation of County for all services provided hereunder shall not exceed two hundred three thousand, four hundred eighty-four dollars (\$203,484) comprised of AB74 funds, as set forth in Exhibit C-17.1, attached hereto and incorporated herein by reference.”

5. Additional Provisions, Paragraph 2, ASSIGNMENT AND DELEGATION, shall be deleted in its entirety and replaced to read as follows:

“2. 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."

6. Additional Provisions, Paragraph 67, COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL, shall be added to read as follows:

"67. 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 H (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.”

7. Exhibit A.11, Statement of Work, Medi-Cal Health Enrollment Navigators Project (AB74), shall be deleted in its entirety and replaced with Exhibit A.11.1, Statement of Work, Medi-Cal Health Enrollment Navigators Project (AB74), attached hereto and incorporated herein by reference. All references in the Contract to Exhibit A.11, Statement of Work, Medi-Cal Health Enrollment Navigators Project (AB74), shall be deemed amended to state “Exhibit A.11.1, Statement of Work, Medi-Cal Health Enrollment Navigators Project (AB74).”

8. Exhibit B-14, Scope of Work, Medi-Cal Health Enrollment Navigators Project (AB74), shall be deleted in its entirety and replaced with Exhibit B-14.1, Scope of Work, Medi-Cal Health Enrollment Navigators Project (AB74), attached hereto and incorporated herein by reference. All references in the Contract to Exhibit B-14, Scope of Work, Medi-Cal Health Enrollment Navigators Project (AB74), shall be deemed amended to state “Exhibit B-14.1, Scope of Work, Medi-Cal Health Enrollment Navigators Project (AB74).”

9. Exhibit C-17, Schedule, Medi-Cal Health Enrollment Navigators Project (AB74), shall be deleted in its entirety and replaced with Exhibit C-17.1, Medi-Cal Health

Enrollment Navigators Project (AB74), attached hereto and incorporated herein by reference. All references in the Contract to Exhibit C-17, Schedule, Medi-Cal Health Enrollment Navigators Project (AB74), shall be deemed amended to state "Exhibit C-17.1, Schedule, Medi-Cal Health Enrollment Navigators Project (AB74)."

10. 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, or designee, 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
Barbara Ferrer (Apr 27, 2022 15:19 PDT)

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

CITY OF LONG BEACH DEPARTMENT OF
HEALTH AND HUMAN SERVICES
Contractor

By Thomas B. Modica
Signature

Thomas B. Modica
Printed Name

Title City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

April 4, 2022

CHARLES PARKIN, City Attorney

By Taylor M. Anderson
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RODRIGO A. CASTRO-SILVA
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By Maria Agosto
Maria Agosto (Apr 27, 2022 11:38 PDT)
Contracts and Grants Division Management

#06240:sl

MCAH CHOEUR PH-002508-18

CITY OF LONG BEACH DEPARTMENT OF HEALTH AND HUMAN SERVICES

STATEMENT OF WORK

Children's Health Outreach, Enrollment, Utilization and Retention (CHOEUR) Services

MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT (AB74)

Term July 1, 2021 – June 30, 2022

1. DEFINITION

Children's Health Outreach, Enrollment, Utilization and Retention (CHOEUR) are comprehensive programs that: develop and utilize a variety of techniques for health coverage outreach and enrollment; provide individual assessments of health coverage eligibility; develop and utilize a variety of techniques to reduce barriers to health coverage enrollment and utilization of benefits; and, implement strategies to support health coverage retention. The delivery format of such programs may include but is not limited to: community outreach and education, presentations, enrollment events, eligibility assessment, application assistance, enrollment verification, utilization assistance and assistance, with redetermination.

2. PERSONS TO BE SERVED

- A. CHOEUR services shall be provided in Los Angeles County.
- B. Contractor shall provide services to uninsured children, families and individuals in Los Angeles County who may be eligible for Medi-Cal, Healthy Kids and other no/low-cost health coverage programs (in accordance with Exhibit **B-14.1**, Scope of Work, attached hereto and incorporated herein by reference).
- C. CHOEUR services shall be provided to individuals who may be eligible for Medi-Cal, Healthy Kids or other no/low-cost health coverage programs who reside in the City of Long Beach within Los Angeles County.

3. SERVICE DELIVERY SITE(S)

Contractor's facility where services are to be provided hereunder is located at:

- 2525 Grand Avenue, Long Beach, CA 90815 (Greater Long Beach Area)

For purposes of this Contract, Contractor shall specify specific cross streets and locations for street outreach activities in monthly reports to the Department of Public Health (Public Health). Contractor shall request approval from Public Health in writing a minimum of thirty (30) days before terminating services at such location and/or before commencing services at any other location.

4. SERVICES TO BE PROVIDED

- A. Contractor shall provide CHOEUR services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Contract. Additionally, Contractor shall provide such services as described in Exhibit **B-14.1**, Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor shall obtain written approval from Public Health's authorized designee for all educational materials utilized in association with this Contract prior to its implementation.
- C. Contractor shall develop all publicity materials in a professional manner and submit for approval such materials to Public Health at least thirty (30) days prior to the projected date of implementation. For the purposes of this Contract, materials may include, but are not limited to, written educational materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).
- D. Failure of Contractor to abide by this requirement may result in termination for default as specified in Paragraph 47, TERMINATION FOR DEFAULT, of the ADDITIONAL PROVISIONS of this Contract.
- E. Contractor shall utilize funds received from County for the sole purpose of providing CHOEUR services in accordance with Exhibit **C-17.1**, Budget.

5. STAFFING REQUIREMENTS

- A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Contract, staff shall be defined as paid and volunteer individuals providing services as described in Exhibit **B-14.1**, Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor shall maintain recruitment records, to include, but not be limited to: 1) job description of all positions funded under this Contract; 2) staff résumé(s); 3) appropriate degrees and licenses; and 4) biographical sketch(es) as appropriate.

In accordance with this Contract, if during the term of this Contract an executive director, program director, or a supervisory position becomes vacant, Contractor shall notify Public Health's authorized designee in writing prior to filling said vacancy.

6. STAFF DEVELOPMENT AND TRAINING

Contractor shall conduct ongoing and appropriate staff development and training as described in Exhibit **B-14.1**, Scope of Work, attached hereto and incorporated herein by reference.

- A. Contractor shall provide and/or allow access to ongoing staff development and training (for) of CHOEUR staff. Staff Development and training shall include, but

not be limited to: Public Health approved CORE Comprehensive Training for new staff and refresher training every two years thereafter, which includes training on Medi-Cal Programs, and periodic health coverage program reviews and updates.

- B. Contractor shall participate in annual hands-on Children's Health Outreach Initiatives (CHOI) online/webinar database system, and forms training.
- C. Contractor shall maintain documentation of staff training in each employee file to include, but, not be limited to: 1) date, time, and location of staff training; 2) name of trainer and title, and training topic(s); 3) certification; 4) and names of attendees and titles.
- D. Contractor shall document training activities in the monthly report to Public Health.

7. PUBLIC HEALTH CHOI DATA SYSTEM

Contractor shall enter data on program participants into the Public Health Internet-based data tracking and reporting system. "Enter" is defined as: directly entering required data elements into the Public Health data system. Contractor/Subcontractor staff using the Public Health CHOI data tracking and reporting system will be given a user identification and password to ensure the security of the system and the confidentiality of client records. In the event that an agency staff person terminates employment with the CHOEUR, Contractor/Subcontractor must delete the user account immediately. In the event that an agency staff person at the administrative level terminates employment with the CHOEUR, Contractor must contact Public Health immediately so that Public Health can delete this administrative account and assign a new administrative account.

8. PROPRIETARY CONSIDERATIONS

- A. County and Contractor agree that aggregated, non-identifying client data and other materials and information developed and or modified under this Contract may be used by either Contractor, or County, or both, during, and subsequent to the term of this Contract.
- B. County and Contractor agree to protect the security of all data, materials, and information developed and or produced under this Contract. Further, County and Contractor agree to use best efforts to protect all such data, materials, and information from loss or damage by any cause, including, but not limited to, fire and theft.

9. INVOICES

Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. Monthly invoices are due by the 15th calendar day of the following month.

10. REPORTS

Subject to the reporting requirements of Paragraph 40, REPORTS, of the ADDITIONAL PROVISIONS of this Contract attached hereto, Contractor shall submit the following

report(s):

- A. Monthly Report: Contractor shall generate a monthly report using the Public Health data system and submit this monthly report to Public Health no later than fifteen (15) days after the end of each calendar month. Monthly reports shall clearly reflect all required information as specified on the monthly report form provided by Public Health or specified report as requested by Public Health.
- B. Quarterly Reports: Contractor shall submit to Public Health a quarterly report within the time period as directed for each quarter. Quarterly reports shall include all the required information and be completed in the correct format.
- C. Annual Report: Contractor shall submit to Public Health an annual report within the time period as directed for each year. Annual reports shall include all the required information and be completed in the correct format.
- D. Any additional reports as required by the Department of Health Care Services Medi-Cal Outreach and Enrollment Grant, if applicable.

11. ANNUAL TUBERCULOSIS SCREENING FOR STAFF

Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing face-to-face client services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

12. QUALITY IMPROVEMENT PLAN

Contractor shall develop and submit to Public Health within ninety (90) days of the execution of this Contract its written Quality Improvement Plan (QIP). The QIP shall describe a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services.

13. MEDI-CAL ADMINISTRATIVE ACTIVITIES

Contractor shall perform Medi-Cal Administrative Activities (MAA) on behalf of Los Angeles County to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families. These activities include outreach, facilitating Medi-Cal application, and program planning and policy development. Contractor shall attend mandatory MAA time survey training sessions. Contractor shall complete and submit time surveys and maintain all records to support claim (e.g. CHOI forms, data system printouts, agendas, event summaries, and Public Health approved outreach and health education materials) as required by Public Health.

Scope of Work
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
Medi-Cal Health Enrollment Navigators Project (AB74)

Term: July 1, 2021 – June 30, 2022

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.
Note: **All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by Public Health.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.1 OUTREACH By June 30, 2022 for the Children's Health Outreach & Initiatives (CHOI) – Medi-Cal Health Enrollment Navigators Project (Navigators Project), Contractor will have successfully engaged a minimum of <u>1,197</u> of the target population within the City of Long Beach through an outreach/in-reach contact. <div style="display: flex; justify-content: space-between;"> <div> Agency Name <u>City of Long Beach</u> Total </div> <div> Numbers <u>1,197</u> 1,197 </div> </div> <p>"Successfully engaged" is defined as having documented agency outreach contacts (see Implementation Activities 1.1d and Methods of Evaluating Objectives 1.1c)</p> <p>An "outreach or in-reach contact" is defined as speaking directly either in person or by telephone with a client or potential client(s) for at least eight (8) minutes to publicize available health care options and services. Outreach contacts may include education, promotion, presentations, and informational activities and may be to individuals or groups of people who may be clients, potential clients or personnel with access to potential clients (school staff, WIC sites, CBO staff, etc.). Contractor must ensure to not limit outreach activities within own agency/clinic but rather provide appropriate comprehensive outreach efforts outside of own agency to ensure that proposed geographic areas/SPAs(s) are targeted accordingly and maximize all outreach opportunities to low income families and their children.</p>	<p>1.1a Develop, or review and revise, outreach protocol including: outreach contact forms/event summary sheets, sign-in sheets, and educational materials. Outreach and educational materials shall be culturally and linguistically appropriate and include information regarding Medi-Cal, Healthy Kids and other no or low-cost health programs. Submit to County of Los Angeles Department of Public Health (Public Health) for approval.</p> <p>1.1b Schedule outreach and maintain a list or calendar of sites, dates, and times.</p> <p>1.1c Conduct outreach at events (e.g., presentations, fairs, etc.) and complete event summaries. Event summaries to include site, date, name of outreach worker(s), flyers, number of individuals contacted, sign-in sheets, if appropriate, and materials presented.</p> <p>1.1d Conduct outreach (e.g., telephone outreach, walk-ins, etc.) and maintain contact documentation including but not limited to: sites, dates, name of outreach worker(s), number of individuals contacted, family name/identifier.</p> <p>1.1e Enter documentation of outreach numbers into CHOI database.</p>	<p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p>	<p>1.1a Public Health letters of approval and materials will be kept on file.</p> <p>1.1b Documents will be kept on file and summary of events will be submitted with monthly reports to Public Health</p> <p>1.1c Completed documents will be kept on file and number of participants will be reported to Public Health in monthly reports.</p> <p>1.1d Completed documentation will be kept on file and number of participants will be reported to Public Health in monthly reports.</p> <p>1.1e Data system will be queried to generate outreach numbers.</p>

Scope of Work
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
Medi-Cal Health Enrollment Navigators Project (AB74)

Term: July 1, 2021 – June 30, 2022

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.
Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by Public Health.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2.1 APPLICATION ASSISTANCE By June 30, 2022 for the CHOI Navigators Project, Contractor will have completed applications for a minimum of <u>747</u> clients within the City of Long Beach for Medi-Cal, Healthy Kids and other no/low cost plans. Contractor and subcontractor will also provide health with screening and referrals to appropriate health programs or health agencies for substance abuse disorder services; mental health services; and federally-eligible Medi-Cal enrollees, and Whole Person Care Services. <div style="display: flex; justify-content: space-between;"> <div> Agency Name City of Long Beach Total </div> <div> Numbers <u>747</u> 747 </div> </div> <p>"Completed applications" is defined as assisting clients to fill out health insurance applications line-by-line, through in-person, telephone assistance or electronic submission. It may also be defined as providing in-depth assistance (troubleshooting) toward facilitating enrollments for clients whose applications were unsuccessfully completed by another agency or DPSS.</p> <p>"Referrals" are defined as referring clients in person or by telephone for services to other health programs (i.e., Healthy Way LA, CCS, Community Partners, Health Benefit Exchange, Public Health, early detection programs, legal services for health issues, substance abuse disorder services, mental health services, federal Medi-Cal, etc.). Does not include referrals for shelter, food, and other non-direct medical needs.</p>	<p>2.1a Develop, or review and revise, enrollment protocol. Submit to Public Health for approval.</p> <p>2.1b Conduct enrollment activities utilizing Public Health approved client intake form.</p> <p>2.1c Enter data from Public Health approved forms into CHOI data system utilizing appropriate codes.</p> <p>2.1d Develop, or review and revise, referral protocol and submit to Public Health for approval.</p> <p>2.1e Screen and refer clients for appropriate services. Document referral information with appropriate codes on client intake form or appropriate Public Health approved forms.</p>	<p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p>	<p>2.1a Public Health letters of approval and materials will be on file.</p> <p>2.1b Completed materials (i.e., client intake and enrollment documents) will be kept on file and number of participants documented in monthly reports to Public Health. Printed documents of electronically submitted applications will be made available upon Public Health request.</p> <p>2.1c For monthly reports, Public Health data system will be queried to generate number of applications submitted.</p> <p>2.1d Public Health letters of approval on file.</p> <p>2.1e Maintain client intake forms with services/program referral information.</p>

Scope of Work
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
Medi-Cal Health Enrollment Navigators Project (AB74)

Term: July 1, 2021 – June 30, 2022

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.
Note: **All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by Public Health.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2.2 By June 30, 2022 , Contractor will have investigated enrollment status within three months of application completion date on a minimum of 100% of clients for whom agency assisted with or facilitated applications as measured in Objective 2.1. "Investigated enrollment status" is defined as: 1) attempted contact with clients within three months of application completion date to find out whether or not client has received insurance; card, or 2) checking status with appropriate insurer through telephone or computer (e.g., MEDS/AEVS/IVR/IEVS). This objective documents agency effort to ascertain enrollment status. A minimum of three (3) attempted calls must be made and documented unless and until successful contact has been made.	2.2a Develop, or review and revise, enrollment verification protocol. Submit to Public Health for approval. 2.2b Conduct enrollment verification and troubleshooting using Public Health approved enrollment verification and troubleshooting forms. 2.2c Enter data from Public Health approved forms into CHOI data system.	7/1/21-6/30/22 7/1/21-6/30/22 7/1/21-6/30/22	2.2a Letter(s) of Public Health approval and materials will be kept on file. 2.2b Completed client enrollment verification and troubleshooting forms/reports will be kept on file. 2.2c Public Health data system will be queried to generate number of clients for whom enrollment status has been investigated in monthly reports submitted to Public Health.
2.3 By June 30, 2022 , Contractor will have confirmed enrollment on 75% of client applications assisted with or facilitated by Contractor as measured in Objective 2.1. This objective documents enrollment outcome . "Confirmed enrollment" is defined as: 1) client has stated that they received notification from insurer; or, 2) appropriate insurer or computer system has verified that client has been successfully enrolled.	2.3a Document dates of enrollment follow-up and enrollment status on enrollment verification and troubleshooting form. 2.3b Enter data from Public Health approved forms into CHOI database	7/1/21-6/30/22 7/1/21-6/30/22	2.3a Completed client enrollment verification and troubleshooting forms/reports will be kept on file. 2.3b CHOI data system will be queried to generate number of clients who have been confirmed enrolled in monthly reports submitted to Public Health.

Scope of Work
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
Medi-Cal Health Enrollment Navigators Project (AB74)

Term: July 1, 2021 – June 30, 2022

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.
Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by Public Health.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3.1 TROUBLESHOOTING ASSISTANCE <u>By June 30, 2022</u> for the CHOI Navigators Project, Contractor will provide ongoing assistance to <u>1,035</u> clients experiencing problems with enrollment, utilizing benefits, or retention. <div style="display: flex; justify-content: space-between;"> <div> <u>Agency Name</u> <u>City of Long Beach</u> <u>Total</u> </div> <div> <u>Numbers</u> <u>1,035</u> <u>1,035</u> </div> </div>	<p>3.1a Develop, or review and revise, utilization protocol and submit to Public Health for approval.</p> <p>3.1b Conduct troubleshooting/problem solving for clients. Document results on appropriate forms.</p> <p>3.1c Enter data from Public Health approved forms into CHOI database.</p>	<p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p>	<p>3.1a Letter(s) of Public Health approval and materials will be kept on file.</p> <p>3.1b Completed forms will be kept on file and number of participants will be documented in monthly reports to Public Health.</p> <p>3.1c CHOI database will be queried to generate numbers of clients receiving ongoing assistance in monthly reports submitted to Public Health.</p>
<p>3.2 By June 30, 2022, Contractor will offer utilization assistance at 4-6 months to 70% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled</p> <p>"Offer utilization assistance" is defined as attempting to contact 100% of clients and making successful contact with 70% of clients either in-person, or by telephone to determine whether benefits have been utilized.</p>	<p>3.2a Develop, or review and revise, utilization protocol and submit to Public Health for approval.</p> <p>3.2b Conduct utilization assistance and document results on utilization forms using the appropriate codes.</p> <p>3.2c Enter data from Public Health approved utilization forms into Public Health CHOI database.</p>	<p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p>	<p>3.2a Letter(s) of Public Health approval and materials will be kept on file.</p> <p>3.2b Completed forms will be kept on file and number of participants will be documented in monthly reports to Public Health.</p> <p>3.2c Public Health data system will be queried to generate number of clients offered utilization assistance at 4-6 months in monthly reports submitted to Public Health.</p>

Scope of Work
 Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
 Medi-Cal Health Enrollment Navigators Project (AB74)

Term: July 1, 2021 – June 30, 2022

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.
 Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by Public Health.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>4.1 <u>By June 30, 2022</u>, Contractor will offer redetermination assistance at 11-12 months to 65% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled.</p> <p>"Offer redetermination assistance" is defined as attempting to contact 100% of clients and making successful contact with 65% of clients either in-person or by telephone to determine whether redetermination assistance is desired. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.</p>	<p>4.1a Develop, or review and revise, redetermination protocol and submit to Public Health for approval.</p> <p>4.1b Conduct redetermination assistance and document results on redetermination forms using the appropriate codes.</p> <p>4.1c Enter data from Public Health approved redetermination forms into CHOI database.</p>	<p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p>	<p>4.1a Letter(s) of Public Health approval and materials will be kept on file.</p> <p>4.1b Completed forms will be kept on file and number of participants will be documented in monthly reports to Public Health via CHOI database.</p> <p>4.1c CHOI data system will be queried to generate number of clients offered redetermination assistance at 11-12 months in monthly reports submitted to Public Health.</p>

Scope of Work
 Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
 Medi-Cal Health Enrollment Navigators Project (AB74)

Term: July 1, 2021 – June 30, 2022

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.
 Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by Public Health.

Methods of random sampling and auditing by Public Health.								
MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION					
4.2 REDETERMINATION ASSISTANCE <u>By June 30, 2022</u> , Contractor will provide redetermination assistance to: 1. Clients who submitted their original application elsewhere, but have requested redetermination assistance from Contractor and/or 2. Clients who submitted their original application with the Contractor and have already renewed that coverage at least one time since their original enrollment confirmation date. <u>By June 30, 2022</u> , for the CHOI Navigators Project, Contractor will provide redetermination and renewal assistance to <u>530</u> clients needing assistance with their renewal/redetermination documents. <table><tr><td><u>Agency Name</u></td><td><u>Numbers</u></td></tr><tr><td><u>City of Long Beach</u></td><td><u>530</u></td></tr><tr><td><u>Total</u></td><td><u>530</u></td></tr></table> "Provide redetermination assistance" is defined as helping clients to complete health insurance re-certification/renewal paperwork.	<u>Agency Name</u>	<u>Numbers</u>	<u>City of Long Beach</u>	<u>530</u>	<u>Total</u>	<u>530</u>	4.2a Conduct redetermination assistance and document on Public Health approved Intake Form into CHOI database. 4.2b Enter data from CHOI approved Intake Form into CHOI database data system. 7/1/21-6/30/22 7/1/21-6/30/22	4.2a Completed forms will be kept on file. 4.2b CHOI data system will be queried to generate number of "non-agency" clients receiving redetermination assistance in monthly reports submitted to Public Health.
<u>Agency Name</u>	<u>Numbers</u>							
<u>City of Long Beach</u>	<u>530</u>							
<u>Total</u>	<u>530</u>							

Scope of Work
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
Medi-Cal Health Enrollment Navigators Project (AB74)
Term: July 1, 2021 – June 30, 2022

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.
Note: **All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by Public Health.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>5.1 By June 30, 2022, Contractor will have a minimum of 65% retention rate at 14 months for a sample of clients who submitted applications and were confirmed enrolled (Objective 2.1)</p> <p>"Retention rate" is defined as the number of clients who are still enrolled 14 months after submission of application. "Sample" is defined as a subset of clients who applied over a defined period (month and guidelines to be determined by Public Health) who are contacted by Contractor 14 months later to determine enrollment status.</p>	<p>5.1a Develop, or review and revise, retention protocol. Submit to Public Health for approval</p> <p>5.1b Conduct retention activities and document results on retention verification documents.</p> <p>5.1c Submit data from retention verification documents to Public Health.</p>	<p>7/1/21-6/30/22</p> <p>Public Health will determine the date to conduct the 14-month Retention Survey</p>	<p>5.1a Letters of Public Health approved materials will be kept on file.</p> <p>5.1b Completed retention verification document will be kept on file and results submitted to Public Health as required.</p> <p>5.1c Public Health will compute contractor retention rate and report summary of results to Contractor.</p>
<p>6.1 By June 30, 2022, Contractor will enter data on program participants into CHOI database system to monitor, facilitate, and evaluate health insurance enrollment and retention.</p> <p><i>Please note: For clients assisted through various funds, Contractor will enter data in the CHOI database system under the appropriate Funding Sources.</i></p> <p>"Enter data" is defined as directly entering required data elements into the Public Health web-based data system available to all contractors.</p>	<p>6.1a Contractor will install any necessary computer hardware or software in order to access the Internet.</p> <p>6.1b Ensure that appropriate staff are trained on data entry AND participate in all Public Health required and uninitiated data meetings, updates, and discussions.</p> <p>6.1c Enter data into CHOI database</p> <p>6.1d Run monthly report and send signed copy to Public Health.</p> <p>6.1e Ensure Public Health-approved latest forms and documents are utilized and on file.</p>	<p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p>	<p>6.1a Contractor will demonstrate the ability to access the Internet.</p> <p>6.1b Documentation of training and issuance of username and password for data input.</p> <p>6.1c CHOI Database</p> <p>6.1d Maintain copies of signed monthly reports on file.</p> <p>6.1e Maintain latest forms and documents on file.</p>

Scope of Work
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
Medi-Cal Health Enrollment Navigators Project (AB74)

Term: July 1, 2021 – June 30, 2022

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.
Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by Public Health.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>7.1 By June 30, 2022, Contractor will ensure that 100% of enrollment staff, including staff at subcontracting agencies, are fully trained to provide outreach, enrollment, utilization, and retention services.</p> <p>"Fully trained" is defined as participation in Public Health required and approved trainings and any pertinent programmatic updates for staff providing services. Additional Public Health process trainings (e.g., Public Health forms and data system updates) may be required as necessary.</p>	<p>7.1a Attend all required Public Health approved trainings. A list of required trainings will be provided to Contractors by Public Health.</p> <p>7.1b Contractor enrollment staff shall attend update trainings for new or changed initiatives/programs as required or at a minimum, every 2 years.</p>	<p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p>	<p>7.1a Maintain certificates of attendance in employee files. Document names of new staff attending the required trainings in the monthly reports to Public Health.</p> <p>7.1b Maintain certificates of attendance in employee files. Document names of staff attending updated trainings in the monthly reports to Public Health.</p>
<p>8.1 By June 30, 2022, Contractor will participate in a minimum of 80% of the convened contractor meetings.</p> <p>"Participate" is defined as attendance by at least one representative from the contracting agency.</p>	<p>8.1a Attend Contractors' meetings.</p>	<p>7/1/21-6/30/22</p>	<p>8.1a Document names of individuals attending monthly Contractor meeting in monthly reports to Public Health.</p>

Scope of Work
Children's Health Coverage: Outreach, Enrollment, Utilization and Retention Services
Medi-Cal Health Enrollment Navigators Project (AB74)
Term: July 1, 2021 – June 30, 2022

Goal: To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.
Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by Public Health.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
9.1 By June 30, 2022, Contractor will support, implement, and participate in 100% of the outreach, enrollment, utilization, and retention required evaluation activities including assisting in routine and/or piloted data and tracking projects related to the CHOI data system or other electronic application submission system(s).	<p>9.1a Contractor staff shall work with Public Health for compilation of data, review of outreach efforts, and tracking subcontractors' activities and special projects.</p> <p>9.1b Contractor staff shall attend Public Health training on CHOI data system and other electronic application submission system(s) implemented in Los Angeles county.</p> <p>9.1c Contractor staff shall utilize CHOI data system and work with Public Health to identify implementation barriers.</p>	<p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p>	<p>9.1a Maintain all materials/tools, records of workload reports, enrollment figures and data on file.</p> <p>9.1b Document attendance in monthly reports submitted to Public Health</p> <p>9.1c Document utilization and participation in monthly reports submitted to Public Health.</p>
10.1 By June 30, 2022, Contractor will conduct 100% of Quality Improvement Plan (QIP) Activities	<p>10.1a Develop, or review and revise, a QIP describing a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services.</p> <p>10.1b Conduct QIP activities.</p>	<p>7/1/21-6/30/22</p> <p>7/1/21-6/30/22</p>	<p>10.1a Submit QIP to Public Health for approval. Letter of QIP approval will be maintained on file.</p> <p>10.1b Document QIP activities in monthly reports to Public Health.</p>
11.1 By June 30, 2022, Contractor will ensure that they identify a plan for sustainable funding to continue CHOEUR services beginning July 1, 2021. <i>Funding for Children's Health Outreach, Enrollment, Utilization, and Retention (CHOEUR) will end on June 30, 2022.</i>	11.1a Develop, a sustainability plan which must include partnership with Health Care plans and may also include identification of state and/or federal funding, available grant opportunities, and/or opportunities to leverage existing funds or efforts.	7/1/21-6/30/22	11.1a Submit Plan to Public Health for approval. Letter of approval will be maintained on file.

SCHEDULE

CITY OF LONG BEACH DEPARTMENT OF HEALTH & HUMAN SERVICESCHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION
SERVICES

MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT (AB74)

Budget Period
July 1, 2021
 through
June 30, 2022

Full-Time Salaries	\$ 115,200
Employee Benefits @ 60.499%	\$ 69,695
Total Full-Time Salaries and Employee Benefits	\$ 184,895
Part-Time Salaries	\$ 0
Employee Benefits @ %	\$ 0
Total Part-Time Salaries and Employee Benefits	\$ 0
Total Salaries and Employee Benefits	\$ 184,895
Operating Expenses	\$ 1,069
Technology Services Expenses	\$ 6,000
Indirect Cost @ 10% of Salaries	\$ 11,520
TOTAL PROGRAM BUDGET	\$ 203,484

COVID-19 CONTRACTOR NOTIFICATION & CERTIFICATION

Certification of Compliance

**Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212
(COVID-19 Vaccinations of County Contractor Personnel)**

I, Tom Modica, City Manager, on behalf of the City of Long Beach Department of Health & Human Services, (the "Contractor"), certify that on County Contract PH-002508 DEPARTMENT OF PUBLIC HEALTH CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION SERVICES (CONTRACT NUMBER AND NAME):

~~XXXX~~ 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.

Linda J. Jabum
Signature

1/13/2022
Date

City Manager
Title

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

City of Long Beach Department of Health & Human Services
Company/Contractor Name

APPROVED AS TO FORM

January 11, 2020
CHARLES PARKIN City Attorney

By Taylor M. Anderson
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

ANALYSIS

This is an urgency ordinance to require County contractors to provide vaccinated contractor workers prior to interacting in person with County workforce members and members of the public, or working on County-owned or controlled property. This urgency ordinance adds Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) to Title 2 – Administration, Division 4 - Miscellaneous – of the Los Angeles County Code.

This ordinance is an urgency measure that will take immediate effect upon its approval by at least a four-fifths (4/5) vote of the Board of Supervisors.

RODRIGO A. CASTRO-SILVA
County Counsel

By



TRUC L. MOORE
Principal Deputy County Counsel
Government Services Division

TLM: bk

Requested: 10/22/21
Revised: 11/08/21

ORDINANCE NO. 2021-0066U

An ordinance amending Title 2 - Administration of the Los Angeles County Code, to require County contractors to provide vaccinated contractor workers prior to interacting in person with County workforce members and members of the public, or working on County-owned or controlled property. This urgency ordinance adds Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) to Title 2 – Administration, Division 4 - Miscellaneous – of the Los Angeles County Code.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 2.212 is hereby added to read as follows:

Chapter 2.212 COVID-19 Vaccinations of County Contractor Personnel

2.212.010 Findings and Purpose.

2.212.020 Definitions.

2.212.030 COVID-19 Vaccination Requirements of Contractor Personnel.

2.212.040 Exemptions of Contractor Personnel.

2.212.050 Proof of Vaccination or Exemption Status.

2.212.060 Notice(s) to the County.

2.212.070 Compliance with All Laws.

2.212.080 New Contracts, Contract Extensions and Contract Options.

2.212.090 Administrative Enforcement.

2.212.100 Conflicts.

2.212.110 Severability.

2.212.120 Operative Period.

2.212.130 Authority.

2.212.010 Findings and Purpose.

The County of Los Angeles has a strong interest in protecting its County workforce members and the public from the novel coronavirus (COVID-19) and variants in order to continue to provide critical services to County residents.

Vaccinations are the main line of defense against the spread of COVID-19. The County has taken great strides to inform those who live and work in the County about the need to get vaccinated, including its County workforce members. On August 4, 2021, the Chair of the Board of Supervisors issued an Executive Order, ratified on August 10, 2021, for a mandatory vaccination policy which required all County workforce members to provide proof of full vaccination or, if exempt, begin regular testing by October 1, 2021.

Contractor workers should be held to similar requirements to vaccinate as County workforce members. Many contractor workers work hand in hand with County workforce members and often on County-owned or controlled property, or otherwise engage with County residents while providing services on behalf of the County. These contractor workers should be vaccinated so that they do not add to the spread of COVID-19 while performing work for the County, and so that the County can maintain a safe work environment for its County workforce members and continue to provide critical government services.

The County is invested in preventing its County workforce members from getting COVID-19 as the County reopens its buildings and continues to provide needed and critical services to County residents. It is equally invested in protecting County residents who engage with the County and its contractors to receive these needed and critical services from being infected with COVID-19. Thus, the County must act to protect and keep safe County workforce members and the public from COVID-19, by requiring Contractor workers to be vaccinated against COVID-19.

2.212.020 Definitions.

The following definitions apply to this Chapter:

A. "Contract" means any agreement between any individual or entity, and the County for the sale of goods and/or performance of services to the County, and includes construction agreements, concession agreements, delegated authority agreements, lease agreements, licenses, master agreements, purchase orders, subrecipient agreements, work orders, or any other type of agreement, regardless of nomenclature, where some portion of services are provided to the County pursuant to the agreement.

B. "Contractor" means any individual or entity who enters into a Contract with the County to provide goods or services, but does not include those who solely sell commodities that are delivered to the County via common carrier with little to no in-person interaction with County Workforce Members or the public, or commodities where associated services are de minimis in scope.

C. "Contractor Personnel" means all employees of a Contractor, and persons working on its behalf on a Contract with the County, including but not limited to, subcontractors of any tier.

D. "County" means the County of Los Angeles and any entity or special district where the Board of Supervisors serves as the approval, authorizing, or governing authority.

E. "County Workforce Members" means the County's employees, interns, volunteers, and commissioners.

F. "Fully Vaccinated" means it has been two (2) weeks or more since Contractor Personnel 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's [J&J] Janssen); or
3. The final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

G. "In-Person Services" means Contractor Personnel coming into contact with County Workforce Members or the public while performing services under a Contract.

H. "Proof of Vaccination" means any of the following documentation showing that Contractor Personnel is Fully Vaccinated:

1. Official COVID-19 Vaccination Record Card (issued by the California Department of Health and Human Services, Centers for Disease Control ("CDC") (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 HealthCard 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 Contractor(s) who follow the California Department of Public Health's vaccination records guidelines and standards.

2.212.030 COVID-19 Vaccination Requirements of Contractor Personnel.

A. Effective Immediately, all Contractor Personnel must be Fully Vaccinated against the novel coronavirus 2019 ("COVID-19") prior to:

1. Interacting in person with County Workforce Members;

2. Working on County-owned or controlled property, while performing services under a Contract with the County; or

3. Coming into contact with County Workforce Members or the public while performing In-Person Services under a Contract with the County.

2.212.040 Exemptions of Contractor Personnel.

A. Contractor shall evaluate any medical or sincerely held religious belief exemption request to vaccinations submitted by its Contractor Personnel, as required by law.

B. If Contractor has determined that Contractor Personnel has met the requirements for a medical or sincerely held religious belief exemption, the unvaccinated exempt Contractor Personnel must meet the following requirements prior to interacting in person with County Workforce Members, working on County-owned or controlled property, while performing services under the Contract, or coming into contact with County Workforce Members or the public while performing In-Person Services under a Contract with the County:

1. Test for COVID-19 with either a polymerase chain reaction ("PCR") or antigen test that has an Emergency Use Authorization ("EUA") by the 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 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.

2.212.050 Proof of Vaccination or Exemption Status.

A. Consistent with applicable privacy laws and regulations, Contractor must maintain records of Proof of Vaccination for its Contractor Personnel or exemption status for the document retention period set forth in the applicable Contract.

B. If Contractor Personnel is exempt pursuant to a medical or sincerely held religious belief 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.

2.212.060 Notice(s) to the County.

Contractor must provide written notice(s) to the County, at the frequency required by the applicable County department that the Contract is with, that its Contractor Personnel are in compliance with the requirements of this Chapter.

2.212.070 Compliance with All Laws, Regulations and Requirements.

In addition to complying with the requirements of this Chapter, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. Contractor must also comply with the requirements of this Chapter at its sole cost, unless there is an explicit applicable Contract provision that provides otherwise.

2.212.080 **New Contracts, Contract Extensions and Contract**

Options.

Effective immediately, all new Contracts, including related procurements and solicitations for such new Contracts, will contain Contract language requiring compliance with the requirements of this Chapter. In addition, such Contract language must also be included in any future Contract extensions or Contract Options exercised by the County for existing Contracts.

2.212.090 **Administrative Enforcement.**

A. Each County department or entity with a Contract covered by the requirements of this Chapter, is authorized to oversee, monitor, confirm and audit for compliance with the requirements of this Chapter, and to enforce contract, legal and administrative remedies for failure to comply, including termination of the applicable Contract.

B. Nothing in this Chapter limits or otherwise prohibits any governmental agency with jurisdiction over any applicable local, State, and federal laws, or regulations and requirements for COVID-19, from monitoring, enforcing or pursuing remedies for such compliance or lack thereof, by the provisions of this Chapter.

2.212.100 **Conflicts.**

Nothing in this Chapter is to be interpreted or applied to create any power or duty in conflict with any federal or State law.

2.212.110 Severability.

If any subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter. The Board of Supervisors hereby declares that it would have adopted this Chapter and each and every subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the Chapter would be subsequently declared invalid or unconstitutional.

2.212.120 Operative Period.

A. This Chapter is hereby declared to be in full force and effect immediately upon its passage by at least a four-fifths (4/5) vote of the Board of Supervisors.

B. This Chapter is in effect until revoked by the Board of Supervisors.

2.212.130 Authority.

A. This Chapter is necessary for the protection of life, property, health, safety, and welfare of the public and is adopted pursuant to the powers vested in the County of Los Angeles under the laws and the Constitution of the State of California, including the police powers vested in the County pursuant to Article XI, section 7 of the California Constitution.

B. This Chapter 2.212 is approved pursuant to sections 25123(d) and 25131 of the California Government Code, allowing for ordinances for the immediate preservation of the public peace, health, or safety.

[CH2212TMCC]

SECTION 2 This ordinance shall be published in The Daily Commerce a newspaper printed and published in the County of Los Angeles.



Chair

ATTEST:

Celia Zavala
Executive Officer -
Clerk of the Board of Supervisors
County of Los Angeles

I hereby certify that at its meeting of December 7, 2021 the foregoing ordinance was adopted by the Board of Supervisors of said County of Los Angeles by the following vote, to wit:

Ayes

Supervisors Hilda L. Solis
Holly J. Mitchell
Sheila Kuehl
Janice Hahn
Kathryn Barger

Noes

Supervisors None

Effective Date: December 7, 2021

Operative Date: _____

Celia Zavala
Executive Officer -
Clerk of the Board of Supervisors
County of Los Angeles



APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Dawyn Harrison
Chief Deputy County Counsel