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Director

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May 14, 2019

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49 May 14, 2019

CELIA ZAVALA
EXECUTIVE OFFICER



BOARD OF SUPERVISORS

Hilda L. Solis
First District
Mark Ridley-Thomas
Second District
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Third District
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Fifth District

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

Dear Supervisors:

APPROVAL TO EXECUTE AMENDMENTS TO TWO HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES CONTRACTS TO INCREASE THE MAXIMUM OBLIGATION EFFECTIVE UPON EXECUTION FOR THE TERM OF JULY 1, 2018 THROUGH JUNE 30, 2020 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute amendments to two HIV/AIDS Case Management, Home-Based services contracts for the provision of additional case management home-based services effective upon execution for the term of July 1, 2018 through June 30, 2020.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or designee, to execute two (2) contract amendments, substantially similar to Exhibits I and II, with providers listed in Attachment A, to increase the contract maximum obligation for fiscal years (FYs) 2018-19 and 2019-20 by \$1,031,956 from \$2,462,660 to \$3,494,616 (as detailed in Attachment A) for case management home-based (CM/HB) services effective upon execution for the period of July 1, 2018 through June 30, 2020, fully funded by Health Resources and Services Administration, Ryan White Program (RWP) Part A funds, Catalog of Federal Domestic Assistance number 93.914.
2. Delegate authority to the Director of DPH, or designee, to execute amendments to the two (2) contracts that extend the term through June 30, 2021 at the revised annual base maximum obligation; allow the rollover of unspent contract funds; and/or provide an increase or decrease in funding up to 10 percent 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, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to amend existing contracts with APLA Health & Wellness (AHW) and Tarzana Treatment Centers, Inc. (TTC) to support an increase of about \$20/hour in the reimbursement rates for each of the services provided under CM/HB: homemaker care, attendant care, and psychotherapy services. The California Department of Health Care Services AIDS Waiver Program published revised reimbursement rates for these services in April 2018; however, this was too late for DPH to include the increases in the contract renewal package approved by your Board on May 29, 2018, extending the term of all CM/HB services effective July 1, 2018.

Upon learning of the revised rates, DPH's Division of HIV and STD Programs reached out to all five (5) CM/HB providers (AltaMed (AMH), AHW, Minority AIDS Project, St. Mary Medical Center and TTC) to determine how the increase in reimbursement rates would impact them as all CM/HB providers subcontract for these components of services under CM/HB. Three (3) of the five (5) providers (AMH, AHW and TTC) responded that they would require additional funding. AMH requested an increase that is within DPH's delegated authority to execute and will be processed under a separate action. Both AHW and TTC requested additional funding beyond DPH's 10 percent delegated authority. This additional funding is being requested to support payment of the higher rates.

CM/HB services address the complex HIV/AIDS care needs of patients who are mostly homebound and are not eligible to receive these services through other funding sources. Services include, but are not limited to: 1) client eligibility assessment; 2) comprehensive assessment of each client's physical, psychological, environmental, financial, and functional status; 3) development, implementation, and monitoring of individual service plans; 4) coordination of the provision of home attendant care and homemaker services; 5) periodic reassessments of each client's status and needs; and 6) provision of other needed services such as durable medical equipment and nutritional supplements.

On May 29, 2018, your Board delegated authority to the Director of DPH, or designee, to execute amendments to the five (5) CM/HB contracts that extend the term through June 30, 2021. Approval of Recommendation 2 will allow DPH to execute amendments to the two (2) CM/HB contracts to extend the term of the contracts at the revised annual maximum obligation; rollover unspent contract funds; and/or increase or decrease funding up to 10 percent above or below the revised annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommended action will enable DPH to amend the two CM/HB contracts to allow for the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the executed contract, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost (NCC).

Implementation of Strategic Plan Goals

The recommended actions support Strategy 1.2, Enhance our Delivery of Comprehensive Interventions, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total cost of the AHW amendment is \$822,352 for the term of July 1, 2018 through June 30, 2020; and the total cost of the TTC amendment is \$209,604 for the term July 1, 2018 through June 30, 2020; 100 percent funded by RWP Part A funds.

Funding is included in DPH's (FY) 2018-19 Final Adopted Budget and will be requested in future FYs, as necessary. There is no NCC associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DPH's allocations for these service categories are aligned with the Los Angeles County Commission on HIV allocation directives.

County Counsel has approved Exhibits I and II as to form. Attachment A provides additional funding information for the amendments.

CONTRACTING PROCESS

Since the original award date, these contracts have undergone multiple amendments, including term extensions, adjustments to funding allocations, and revisions to scopes of work. On May 29, 2018, your Board approved contract amendments with AHW and TTC for CM/HB services, that extended the contract term effective July 1, 2018 through June 30, 2020, and delegated authority to DPH to amend the contracts to extend the term through June 30, 2021.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to continue the delivery of CM/HB services to Los Angeles County residents.

The Honorable Board of Supervisors

5/14/2019

Page 4

Respectfully submitted,

A handwritten signature in black ink that reads "Barbara Ferrer". The signature is written in a cursive, flowing style.

Barbara Ferrer, PhD, MPH, MEd

Director

BF:ld

#04685

Enclosures

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

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
DIVISION OF HIV AND STD PROGRAMS**

HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES

FUNDING SOURCE: HEALTH RESOURCES AND SERVICES ADMINISTRATION, RYAN WHITE PROGRAM, PART A FUNDS

		TERM: JULY 1, 2018 - JUNE 30, 2019				TERM: JULY 1, 2019 - JUNE 30, 2020				
Contractor Name		Contract Number	Current Funding	Proposed Increase	Revised Funding	Current Funding	Proposed Increase	Revised Funding	Total Revised Funding July 1, 2018 - June 30, 2020	
1	APLA Health & Wellness	H-2004620	\$ 789,240	\$ 411,176	\$ 1,200,416	\$ 789,240	\$ 411,176	\$ 1,200,416	\$ 2,400,832	
2	Tarzana Treatment Centers, Inc.	H-2004608	\$ 442,090	\$ 104,802	\$ 546,892	\$ 442,090	\$ 104,802	\$ 546,892	\$ 1,093,784	
Total			\$ 1,231,330	\$ 515,978	\$ 1,747,308	\$ 1,231,330	\$ 515,978	\$ 1,747,308	\$ 3,494,616	

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
CASE MANAGEMENT, HOME-BASED SERVICES CONTRACT**

Amendment No. 29

THIS AMENDMENT is made and entered into this _____ day
of _____, 2019,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

APLA HEALTH & WELLNESS
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) CASE MANAGEMENT, HOME-BASED SERVICES CONTRACT", dated May 16, 1995, and further identified as Contract No. H-204620, and any Amendments thereto (all hereafter "Contract"); and

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic Assistance (CFDA) Number 93.914; which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds; and

WHEREAS, on May 14, 2019, the Board of Supervisors approved the Director of Public Health, or designee, to execute amendments to the Agreement to increase the

funds to support an increase in the hourly reimbursement rates for the provision of case management home-based services; and

WHEREAS, it is the intent of the parties hereto to increase the maximum obligation of County and provide other changes set forth herein; 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 consistent with the professional standard of care for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective upon execution for the period of July 1, 2018 through June 30, 2019.

2. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs Y and Z, shall be deleted in their entirety and replaced as follows:

4. MAXIMUM OBLIGATION OF COUNTY:

"Y. During the period of July 1, 2018 through June 30, 2019, the maximum obligation of County for all services provided hereunder shall not exceed one million, two hundred thousand, four hundred sixteen dollars (\$1,200,416). Of this amount, four hundred eleven thousand, one hundred seventy-six dollars (\$411,176) is allocated to support increased subcontractor costs for homemaker, attendant care and psychotherapy services provided under case management, home-based services.

Such maximum obligation is comprised entirely of Ryan White Program Part A funds. This sum represents the total maximum obligation

of County as shown in Schedule 25-REVISED, attached hereto and incorporated herein by reference.

Z. During the period of July 1, 2019 through June 30, 2020, the maximum obligation of County for all services provided hereunder shall not exceed one million, two hundred thousand, four hundred sixteen dollars (\$1,200,416). Of this amount, four hundred eleven thousand, one hundred seventy-six dollars (\$411,176) is allocated to support increased subcontractor costs for homemaker, attendant care and psychotherapy services provided under case management, home-based services.

Such maximum obligation is comprised entirely of Ryan White Program Part A funds. This sum represents the total maximum obligation of County as shown in Schedule 26-REVISED, attached hereto and incorporated herein by reference.”

3. Paragraph 16, COMPENSATION, shall be deleted in its entirety and replaced as follows:

“16. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Schedules 25-REVISED and 26-REVISED, and the BILLING AND PAYMENT Paragraph of the Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

4. Paragraph 34 of the ADDITIONAL PROVISIONS, COUNTY’S QUALITY ASSURANCE PLAN, shall be deleted in its entirety and replaced as follows:

“34. 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.”

5. Paragraph 45 of the ADDITIONAL PROVISIONS, SAFELY SURRENDERED BABY LAW, shall be deleted in its entirety and replaced as follows:

“45. 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.”

6. Paragraph 60 of the ADDITIONAL PROVISIONS, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, shall be added to read as follows:

“60. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.”

7. Effective on the date of this Amendment, Exhibit W shall be deleted in its entirety and replaced with Exhibit W.1, STATEMENT OF WORK attached hereto and incorporated herein by reference. All references in the Contract to Exhibit W shall be deemed amended to state “W.1” STATEMENT OF WORK”.

8. Effective on the date of this Amendment, Schedules 25 and 26, shall be deleted in their entirety and replaced with Schedules 25-REVISED and 26-REVISED, attached hereto and incorporated herein by reference. All references in the Contract to Schedules 25 and 26, shall be deemed amended to state Schedules 25-REVISED and 26-REVISED.

9. Except for the changes set forth herein above, Contract shall not be changed in any 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 executed by its Director of Public Health, or designee, and Contractor has caused this Amendment to be executed 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

APLA HEALTH & WELLNESS
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

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

BL#04685

EXHIBIT W.1

STATEMENT OF WORK

APLA HEALTH & WELLNESS

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
CASE MANAGEMENT, HOME-BASED SERVICES**

1. Exhibit W, Paragraph 4, COUNTY'S MAXIMUM OBLIGATION,

Subparagraphs H and I, shall be deleted in its entirety and replaced to read as follows:

“4. COUNTY'S MAXIMUM OBLIGATION:

H. During the period of July 1, 2018 through June 30, 2019, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Case Management, Home-Based services shall not exceed one million, two hundred thousand, four hundred sixteen dollars (\$1,200,416).

I. During the period of July 1, 2019 through June 30, 2020, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Case Management, Home-Based services shall not exceed one million, two hundred thousand, four hundred sixteen dollars (\$1,200,416).”

2. Exhibit W, Paragraph 5, COMPENSATION, shall be deleted in its entirety and replaced to read as follows:

“5. COMPENSATION: County agrees to compensate Contractor and/or its subcontractor shall be reimbursed for attendant care and homemaker services

hereunder at no more than the State approved reimbursement rates as they currently exist or as they are modified by the State or for actual allowable reimbursable cost as set forth in Schedules 25-REVISED and 26-REVISED, and the BILLING AND PAYMENT Paragraph of the Contract, Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

3. Exhibit W, Paragraph 8, SERVICES TO BE PROVIDED, Subparagraph K will be deleted in its entirety and replaced as follows:

“8. SERVICES TO BE PROVIDED:

K. During the periods of July 1, 2018 through June 30, 2020, Contractor shall have a monthly caseload of seventy-five (75) clients and annually provide five hundred sixty-six (566) hours of attendant care services to five (5) clients, and six thousand, one hundred four (6,104) hours of homemaker services to forty (40) clients, and four hundred ninety-two (492) hours of psychotherapy services to twenty (20) clients, and five thousand, nine hundred twenty-eight (5,928) hours of RN and SW Case Management Services to ninety (90) clients who have either expended all California Department of Public Health, AIDS Medi-Cal Waiver Program (MCWP) benefits, those who are under-insured/non-insured, and/or those with no other benefits available. Documentation of maximizing the MCWP benefits shall be maintained in each client record.”

SCHEDULE 25-REVISED
APLA HEALTH & WELLNESS
HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES
RWP PART A FUNDS

	<u>Budget Period</u> July 1, 2018 Through <u>June 30, 2019</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 1,200,416

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 26-REVISED
APLA HEALTH & WELLNESS
HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES
RWP PART A FUNDS

	<u>Budget Period</u> July 1, 2019 Through <u>June 30, 2020</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 1,200,416

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE

APLA HEALTH & WELLNESS

CONTRACT GOALS AND OBJECTIVES

TABLE 2-REVISED

July 1, 2018 through June 30, 2020

Annual Number of Services Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	Monthly Case-Load	RN/SW Home-Based Case Management Services		Attendant Care Services		Homemaker Services		Psychotherapy Services	
		# of Cts	Hours	# of Cts	Hours	# of Cts	Hours	# of Cts	Hours
Service Unit	Clients (Cts)	# of Cts	Hours	# of Cts	Hours	# of Cts	Hours	# of Cts	Hours
Site 1 3741 S. La Brea Ave	75	90	5,928	5	566	40	6,104	20	492
TOTAL	75	90	5,928	5	566	40	6,104	20	492

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
CASE MANAGEMENT, HOME-BASED SERVICES CONTRACT**

Amendment No. 25

THIS AMENDMENT is made and entered into this _____ day
of _____, 2019,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

TARZANA TREATMENT CENTERS, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) CASE MANAGEMENT, HOME-BASED SERVICES CONTRACT", dated May 16, 1995, and further identified as Contract No. H-204608, and any Amendments thereto (all hereafter "Contract"); and

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic Assistance (CFDA) Number 93.914; which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds; and

WHEREAS, on May 14, 2019, the Board of Supervisors approved the Director of Public Health, or designee, to execute amendments to the Agreement to increase the

funds to support an increase in the hourly reimbursement rates for the provision of case management home-based services; and

WHEREAS, it is the intent of the parties hereto to amend Contract to increase the maximum obligation of County and provide other changes set forth herein; 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 consistent with the professional standard of care for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective upon execution for the period of July 1, 2018 through June 30, 2019.

2. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs Y and Z, shall be deleted in their entirety and replaced as follows:

“4. MAXIMUM OBLIGATION OF COUNTY:

Y. During the period of July 1, 2018 through June 30, 2019, the maximum obligation of County for all services provided hereunder shall not exceed five hundred forty-six thousand, eight hundred ninety-two dollars (\$546,892). Of this amount, one hundred four thousand, eight hundred two dollars (\$104,802) is allocated to support increased subcontractor costs for homemaker, Attendant care and psychotherapy services provided under case management, home-based services.

Such maximum obligation is comprised entirely of Ryan White Program Part A. This sum represents the total maximum obligation of County as shown in Schedule 25-REVISED, attached hereto and incorporated herein by reference.

Z. During the period of July 1, 2019 through June 30, 2020, the maximum obligation of County for all services provided hereunder shall not exceed five hundred forty-six thousand, eight hundred ninety-two dollars (\$546,892). Of this amount, one hundred four thousand, eight hundred two dollars (\$104,802) is allocated to support increased subcontractor costs for homemaker, Attendant care and psychotherapy services provided under case management, home-based services.

Such maximum obligation is comprised entirely of Ryan White Program Part A. This sum represents the total maximum obligation of County as shown in Schedule 26-REVISED, attached hereto and incorporated herein by reference.”

3. Paragraph 16, COMPENSATION, shall be amended to read as follows:

“16. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Schedules 25-REVISED and 26-REVISED, and the BILLING AND PAYMENT Paragraph of the Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

4. Paragraph 34 of the ADDITIONAL PROVISIONS, COUNTY’S QUALITY ASSURANCE PLAN, shall be deleted in its entirety and replaced as follows:

“34. 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.”

5. Paragraph 45 of the ADDITIONAL PROVISIONS, SAFELY SURRENDERED BABY LAW, shall be deleted in its entirety and replaced as follows:

“45. 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.”

6. Paragraph 60 of the ADDITIONAL PROVISIONS, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, shall be added to read as follows:

“60. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.”

7. Effective on the date of this Amendment, Exhibit W shall be deleted in its entirety and replaced with Exhibit W.1, STATEMENT OF WORK, attached hereto and incorporated herein by reference. All references in the Contract to Exhibit W shall be deemed amended to state “W.1” STATEMENT OF WORK”.

8. Effective on the date of this Amendment, Schedules 25 and 26, BUDGET(S) shall be deleted in their entirety and replaced with Schedules 25-REVISED and 26-REVISED, attached hereto and incorporated herein by reference. All references in the Contract to Schedules 25 and 26, shall be deemed amended to state Schedules 25-REVISED and 26-REVISED.

9. Except for the changes set forth hereinabove, Contract shall not be changed in any 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 executed by its Director of Public Health, or designee and Contractor has caused this Amendment to be executed 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

TARZANA TREATMENT CENTERS, INC.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

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

BL#04685

EXHIBIT W.1

STATEMENT OF WORK

TARZANA TREATMENT CENTERS, INC.

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
CASE MANAGEMENT, HOME-BASED SERVICES**

1. Exhibit V, Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs H and I, shall be deleted in its entirety and replaced to read as follows:

“4. COUNTY'S MAXIMUM OBLIGATION:

H. During the period of July 1, 2018 through June 30, 2019, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Case Management, Home-Based services shall not exceed five hundred forty-six thousand, eight hundred ninety-two dollars (\$546,892).

I. During the period of July 1, 2019 through June 30, 2020, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Case Management, Home-Based services shall not exceed five hundred forty-six thousand, eight hundred ninety-two dollars (\$546,892).”

2. Exhibit V, Paragraph 5, COMPENSATION, shall be deleted in its entirety and replaced as follows:

“5. COMPENSATION: County agrees to compensate Contractor and/or its subcontractor shall be reimbursed for attendant care and homemaker services

hereunder at no more than the State approved reimbursement rates as they currently exist or as they are modified by the State or for actual allowable reimbursable cost as set forth in Schedules 25-REVISED and 26-REVISED, and the BILLING AND PAYMENT Paragraph of the Contract, Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

3. Exhibit V, Paragraph 8, SERVICES TO BE PROVIDED, Subparagraph K, shall be deleted in its entirety and replaced as follows:

“8. SERVICES TO BE PROVIDED:

K. Contractor shall provide two thousand, seven hundred twelve (2,712) hours of homemaker services to twenty (20) clients, and two hundred forty (240) food vouchers to twenty (20) clients for the term effective July 1, 2018 through 30, 2019; and two thousand, seven hundred twenty-four (2,724) hours of homemaker services to twenty (20) clients, and two hundred forty food vouchers to thirty (30) clients for the term effective July 1, 2019 through June 30, 2020; During the entire periods of July 1, 2018 through June 30, 2020, Contractor shall have a monthly caseload of fifty-four (54) clients and annually provide five hundred fifty-two (552) hours of attendant care services to five (5) clients, and three thousand (3,000) hours of RN and SW Case Management Services to fifty-four (54) clients who have either expended all California Department of Public Health, AIDS Medi-Cal Waiver Program (MCWP) benefits, those who are under-insured/non-insured, and/or those with no

other benefits available. Documentation of maximizing the MCWP benefits shall be maintained in each client record.”

SCHEDULE 25-REVISED
TARZANA TREATMENT CENTERS, INC.
HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES
RWP PART A FUNDS

	<u>Budget Period</u> July 1, 2018 Through <u>June 30, 2019</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ 0
TOTAL PROGRAM BUDGET	\$ 546,892

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 26-REVISED
TARZANA TREATMENT CENTERS, INC.
HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES
RWP PART A FUNDS

	<u>Budget Period</u> July 1, 2019 Through <u>June 30, 2020</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ 0
TOTAL PROGRAM BUDGET	\$ 546,892

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE

TARZANA TREATMENT CENTERS, INC.

CONTRACT GOALS AND OBJECTIVES

TABLE 2-REVISED

July 1, 2018 through June 30, 2019

Annual Number of Services Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	Monthly Case-Load	RN/SW Home-Based Case Management Services		Attendant Care Services		Homemaker Services		Nutrition/Food	
		# of Cts	Hours	# of Cts	Hours	# of Cts	Hours	# of Cts	Vouchers
Service Unit	Clients (Cts)	# of Cts	Hours	# of Cts	Hours	# of Cts	Hours	# of Cts	Vouchers
Site #1 7101 Baird Ave	54	54	3,000	5	552	20	2,712	20	240
TOTAL	54	54	3,000	5	552	20	2,712	20	240

SERVICE DELIVERY SITE QUESTIONNAIRE

TARZANA TREATMENT CENTERS, INC.

CONTRACT GOALS AND OBJECTIVES

TABLE 2-REVISED

July 1, 2019 through June 30, 2020

Annual Number of Services Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	Monthly Case-Load	RN/SW Home-Based Case Management Services		Attendant Care Services		Homemaker Services		Nutrition/Food	
		# of Cts	Hours	# of Cts	Hours	# of Cts	Hours	# of Cts	Vouchers
Service Unit	Clients (Cts)	# of Cts	Hours	# of Cts	Hours	# of Cts	Hours	# of Cts	Vouchers
Site #1 7101 Baird Ave	54	54	3,000	5	552	20	2,724	30	240
TOTAL	54	54	3,000	5	552	20	2,724	30	240