



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

**Gloria Molina**  
First District

**Yvonne Brathwaite Burke**  
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Fifth District

December 2, 2004

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 OF AMENDMENT NO. 2 TO  
HIV/AIDS DENTAL SERVICES AGREEMENT  
(2nd District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services to sign the attached Amendment No. 2 (Exhibit I) to Agreement No. H-700095 with Sullivan and Urban Dental Management Firm for the provision of HIV/AIDS dental services at Long Beach Comprehensive Health Center, effective January 1, 2005 through December 31, 2005, for a maximum obligation of \$62,141 in anticipation of 100% grant funding through the Ryan White CARE Act.
2. Delegate authority to the Director of Health Services, or his designee, to prepare and to sign an Amendment to extend the term on a month-to-month basis through June 30, 2006, not to exceed \$31,071, contingent upon funding and mutual consent of both parties and review and approval by County Counsel and notification of the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this action, the Board is authorizing the Director of Health Services to sign Amendment No. 2 to Agreement No. H-700095 with Sullivan & Urban Dental Management Firm (Sullivan & Urban) to continue the provision of HIV/AIDS dental services at Long Beach Comprehensive Health Center (LBCHC) for a period of twelve months, effective January 1, 2005 through December 31, 2005, for a maximum obligation of \$62,141, 100% grant funded by Ryan White CARE Act funds. The Agreement may be extended on a month-to-month basis for an additional six-month period from January 1, 2006 through June 30, 2006, not to exceed \$31,071, contingent upon availability of funds and mutual consent of both parties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this term extension will enable the Department of Health Services (DHS) to continue uninterrupted HIV/AIDS dental services at LBCHC.

FISCAL IMPACT/FINANCING:

The maximum obligation of Amendment No. 2, effective from January 1, 2005 through December 31, 2005, is \$62,141, anticipated to be offset by 100% grant funding through the Ryan White Care Act.

Funds are available in the Fiscal Year 2004-05 Adopted Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 17, 2003, the Board approved Agreement No. H-700095 with Sullivan & Urban to provide HIV/AIDS dental services at LBCHC, previously provided under County's Internal Services Department Purchase Order T41722, effective July 1, 2003 through December 31, 2003, for an estimated amount of \$22,756.

The Board has subsequently approved one Amendment to extend the Agreement through December 31, 2004. The most recent Amendment No. 1 approved by the Board on December 16, 2003, extended the term from January 1, 2004 through December 31, 2004, for a total maximum obligation of \$53,362.

Additional grant funding is anticipated to cover the January 1, 2005 through December 31, 2005 period to increase the number of dental procedures which will be performed.

Amendment No. 2 will add updated Child Support Compliance and Contractor Responsibility and Debarment language.

Contract monitoring functions will be performed by Administrative staff at Harbor-UCLA Medical Center.

Attachment A provides additional information.

County Counsel has approved Amendment No. 2 (Exhibit I) as to form.

The contractor is in compliance with all Board mandated provisions.

CONTRACTING PROCESS:

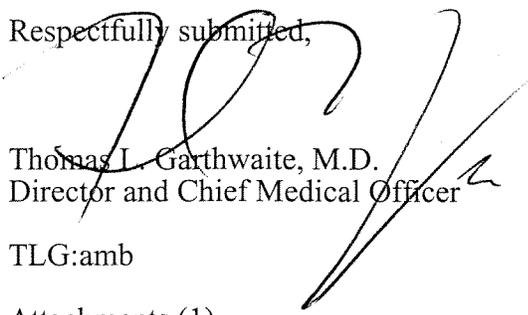
The Department, in conjunction with County Counsel, will be looking into the feasibility of using a comprehensive solicitation to incorporate these services into those already being provided pursuant to the County's Prop. A dental agreements. It is anticipated that this solicitation, if feasible, will be conducted prior to the June 2006 Prop. A agreements expiration.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval will allow for the continued provision of HIV/AIDS dental services at LBCHC.

When approved, the Department requires three signed copies of the Board's action.

Respectfully submitted,

  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:amb

Attachments (1)

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

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SUMMARY OF AGREEMENT

1. Type of Services:

HIV/AIDS Dental Services at LBCHC.

2. Agency Name/Address/Contact Person:

Sullivan and Urban Dental Management Firm  
11116 Rives Avenue  
Downey, CA 90241  
Attention: Michael Sullivan, DDS  
Telephone: (562)862-4892

3. Term:

The term of Amendment No. 2 to Agreement No. H-700095 is January 1, 2005 through December 31, 2005. The agreement may be extended on a month-to-month basis for a period of six months through June 30, 2006.

4. Financial Information:

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The maximum obligation of Amendment No. 2, effective January 1, 2005 through December 31, 2005, is \$62,141, anticipated to be 100% grant funded by Ryan White CARE Act funds.

Funds are available in the FY 2004-05 Adopted Budget and will be requested in future fiscal years.

5. Person Accountable for Program Monitoring:

Angela Brown  
Telephone: (310) 222-1678

6. Approvals:

Harbor-UCLA Medical Center: Tecla A. Mickoseff, CEO

Contract Administration: Irene E. Riley, Director

County Counsel (approval as to form): Kelly Auerbach-Hassel Deputy County Counsel

Contract No. H-700095

HIV/AIDS DENTAL SERVICES AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

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

and SULLIVAN AND URBAN MANAGEMENT FIRM  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document  
entitled, "HIV/AIDS DENTAL SERVICES AGREEMENT", dated June 17,  
2003, and further identified as County Agreement  
No. H-700095, and any Amendments thereto (all hereafter referred  
to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the  
Agreement to extend its term and make the changes described  
hereinafter; and

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

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on  
January 1, 2005.

2. The first paragraph of Paragraph 1, TERM, of the Agreement shall be revised to read as follows:

"1. TERM: The term of this Agreement shall commence on July 1, 2003, and shall continue in full force and effect to and including December 31, 2005. The Agreement may thereafter be extended on a month-to-month basis, for a period not to exceed six months, through June 30, 2006, contingent upon the availability of funds and an Amendment signed by both parties."

3. That Schedule A-2 attached hereto and incorporated herein by reference be added to the Agreement.

4. That Exhibit A-2 attached hereto and incorporated herein by reference be added to the Agreement.

5. That Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, of the body of the Agreement be revised as follows:

"5. MAXIMUM OBLIGATION: During the period of July 1, 2003 through December 31, 2003, the maximum obligation of County for all services provided hereunder to the Long Beach Comprehensive Health Center shall not exceed Twenty-Two Thousand Seven Hundred Fifty-Five Dollars and Ninety-Six Cents (\$22,755.96). During the period of January 1, 2004 through December 31, 2004, the maximum obligation of County for all services provided hereunder to the Long Beach Comprehensive Health Center shall not exceed

Fifty Three Thousand Three Hundred Sixty-Two dollars (\$53,362). During the period of January 1, 2005 through December 31, 2005, the maximum obligation of County for all services provided hereunder to the Long Beach Comprehensive Health Center shall not exceed Sixty-Two Thousand One Hundred Forty-One Dollars (\$62,141.00)."

6. That Paragraph 26, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of the Additional Provisions of the Agreement be revised as follows:

"26. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Agreement are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social

Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b)."

7. That Paragraph 37, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the Additional Provisions of the Agreement be revised as follows:

"37. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other Agreements which indicates that Contractor is not responsible, County may in addition to other remedies provided in the Agreement, debar Contractor from bidding or

proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements Contractor may have with County.

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

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

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

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

G. These terms shall also apply to sub-contractors/subconsultants of County Contractors."

8. That Paragraph 43, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, be added to the Additional Provisions of the Agreement as follows :

"43. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph 26 of the Agreement, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default", Paragraph 36 (B.) of this Agreement, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by it duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical  
Officer

SULLIVAN AND URBAN MANAGEMENT  
FIRM  
Contractor

By \_\_\_\_\_

Name \_\_\_\_\_

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

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL:

By \_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Irene E. Riley, Director  
Contract Administration

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SULLIVAN AND URBAN DENTAL MANAGEMENT FIRM  
Harbor/UCLA Medical Center

Long Beach Comprehensive Health Center HIV/Aids Dental Services

Effective January 1, 2005 through December 31, 2005

|                              | Total Budget        |
|------------------------------|---------------------|
| Full Time                    | \$ 45,089.00        |
| Employee Benefits            | \$ 5,122.00         |
| Travel                       | \$ 0.00             |
| Equipment                    | \$ 0.00             |
| Supplies                     | \$ 5,724.00         |
| Other (Lab Services)         | \$ 6,206.00         |
| Consultants/<br>Subcontracts | \$ 0.00             |
| Indirect Cost                | \$ 0.00             |
| <b>Total Program Budget</b>  | <b>\$ 62,141.00</b> |
| <b>Maximum Obligation:</b>   | <b>\$ 62,141.00</b> |

During the term of this Agreement, any variation to the above budget must have prior written approval of the County. Funds shall only be utilized for eligible program expenses.

SULLIVAN AND URBAN DENTAL MANAGEMENT FIRM  
HIV/AIDS Dental Services Agreement  
January 1, 2005 through December 31, 2005

Amendment No. 2

1. DEFINITION: HIV/AIDS dental oral health care services are those educational, prophylactic, diagnostic, and therapeutic services provided by fully registered dental health care professionals who are authorized to perform dental services under the laws and regulations of the State of California.

2. PERSONS TO BE SERVED: HIV/AIDS dental oral health care services shall be provided to persons with HIV disease or AIDS.

3. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedule A-2. Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT Paragraph of this Agreement.

4. CLIENT/PATIENT FEE SYSTEM: Contractor shall comply with provisions of Section 2605 (d) of Title 26 (CARE Act) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Agreement.

5. SERVICE DELIVERY SITE: Contractor's facility where services are to be provided hereunder is located at:

Long Beach Comprehensive Health Center, 1333 Chestnut Avenue, Los Angeles, California 90813. Contractor shall request approval from service delivery site Administrator or designee in

writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing such services at any other location(s).

6. SERVICES TO BE PROVIDED: Contractor shall provide HIV/AIDS dental oral health care services to individuals in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, and the terms of this Agreement. Services to be provided shall include, but shall not be limited to:

A. Promoting availability of dental services for persons with HIV disease or AIDS through contacts with AIDS service organizations, professional organizations which provide training for dental health care professionals, and other service providers.

B. Identifying appropriate clients for HIV/AIDS oral health care services through eligibility screening.

C. Obtaining a comprehensive medical history and consulting with patient's primary medical provider as necessary.

D. Providing educational, prophylactic, diagnostic, and curative dental services to patients who have written certification from a physician of a diagnosis of HIV disease or AIDS.

(1) Providing a minimum of one hundred eighty-six (186) unduplicated patients with at least eight hundred ninety-four (894) dental procedures as determined by

individual patient need.

(2) Providing a minimum of ninety-eight (98) unduplicated patients with at least one hundred ninety-six (196) prophylactic dental services as determined by individual patient need.

E. Providing any medication appropriate to oral health care services including all currently approved drugs for HIV related oral manifestations and if necessary, referring patient for appropriate medication. Referrals for appropriate medication may not be charged hereunder. Drug treatment shall be provided in accordance with the Food and Drug Administration drug approval guidelines unless the drug treatment is part of a formally approved research program with informed consent.

F. Providing or referring patients, as needed, to health specialists including, but not limited to, periodontist, endodontist, oral surgeon, and oncologist.

G. Maintaining individual patient dental records in accordance with current standards.

H. Complying with infection control guidelines and procedures established by the California Occupation Safety and Health Administration (Cal-OSHA).

7. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement.

Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

8. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by the service delivery site Administration, Contractor shall submit to the County Project Coordinator or designee a report of all unduplicated visits and procedures and prophylaxis no later than fifteen (15) days after the end of each calendar month.

9. ADDITIONAL STAFFING REQUIREMENTS: HIV/AIDS oral health care services provided hereunder shall be provided by dental care professionals. Such dental care professionals shall have the applicable professional degrees and current California State licenses. Dental care staff shall include at a minimum: dentists, dental assistants, and dental hygienists. Clinical supervision shall be assigned to a dentist who shall be responsible for all clinical operations.

Prior to performing services hereunder, all dental staff shall be provided orientation and training regarding Contractor's policies and procedures pertaining to the practice of dentistry, in general, and specifically, the provision of such services to the special target population of persons with HIV disease or AIDS. At a minimum, such

training programs shall include, but not be limited to, the following: (1) The basic information on HIV; (2) Orientation to the office and policies related to the oral health care of persons with HIV disease; (3) Infection control and sterilization techniques in the dental setting; (4) Initial evaluation of the patient with HIV disease; (5) Education and counseling of patients regarding maintenance of their own health; (6) Recognition and treatment of common oral manifestations and complications of HIV disease; and (7) Recognition of oral signs and symptoms of advanced HIV disease including treatment and/or appropriate referral.

10. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a 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.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

11. PROGRAM RECORDS: Contractor shall maintain adequate health records which shall be current and kept in detail consistent with good dental and professional practice in

accordance with the California Code of Regulations on each individual patient. Such records shall include, but shall not be limited to: admission record, patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Patient records shall include, but shall not be limited to: (1) documentation of HIV disease or AIDS diagnosis; (2) completed dental assessment signed by a licensed dental care professional; (3) current and appropriate treatment/management plan; (4) progress notes documenting patient status, condition, and response to interventions, procedures, medications; and (5) documentation of all contacts with client including date, time, services provided, referrals given, and signature and professional title of person providing services.

12. QUALITY MANAGEMENT PLAN: Contractor shall submit to the County Project Coordinator or designee within sixty (60) days of the receipt of this Agreement its written Quality Management (QM) plan. The QM plan shall describe the process for continually assessing the Contractor's program effectiveness in accomplishing contractor mission, goals, and objectives.

A. Committee Representative: Contractor shall participate in facility-based Quality Management program as HIV/AIDS dental oral health care service representative.

B. Written Policies and Procedures: The QM plan shall describe the process for reviewing and modifying

written policies and procedures. In addition, the plan shall specify that policies be reviewed at a minimum of once a year, approved and signed by the Executive Director or designee.

Policies and procedures shall be based on essential program activities and scopes of work specific to this contract. Written policies and procedures shall be maintained in a manual and available for review at the time of a monitoring review.

C. Client Feedback: The QM plan shall include mechanism for obtaining ongoing feedback from program participants regarding program effectiveness, accessibility, and client satisfaction. Describe the method(s) to be used for client feedback (e.g., satisfaction surveys, focus groups, interviews, etc.) Client feedback shall be collected on an ongoing basis or at a minimum of semi-annually. Describe how client feedback data will be managed by the QM Committee and used to make improvements to the program.

D. Program Staff: The QM plan shall describe the process for developing, training and monitoring staff performance. The QM plan shall specify that staff is evaluated annually.

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