

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

37 December 17, 2024



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

MUNTU DAVIS, M.D., M.P.H.
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BOARD OF SUPERVISORS

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EDWARD YEN
EXECUTIVE OFFICER

December 17, 2024

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 38 SOLE SOURCE AMENDMENTS TO HIV AND STD PREVENTION SERVICES CONTRACTS TO EXTEND THE TERM THROUGH JUNE 30, 2025 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute amendments to 38 HIV and STD Prevention Services contracts to extend the term through June 30, 2025, and delegated authority to extend the term up to six additional months, as needed, through December 31, 2025.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute 38 sole source contract amendments to HIV and STD Prevention contracts with the providers identified in Attachment A, for the provision of STD Screening, Diagnosis, and Treatment Services (STD-SDTS); STD Sexual Health Express Clinic (SHEx-C) Services; HIV Testing Services (HTS); Comprehensive HIV and STD Testing and STD Treatment Services in the City of Long Beach (HTS-STD LB); HIV/STD Screening Services in Commercial Sex Venues (CSV); and STD Infertility Prevention Project Services (STD IPP), substantially similar to Exhibits I, II, III, IV and V, that extend the term through June 30, 2025, at a total maximum obligation of \$8,993,224, 100% funded by Centers for Disease Control and Prevention High Impact HIV Prevention and Surveillance funds (CDC HIHPS), CDC Strengthening STD Prevention and Control for Health Departments (CDC PCHD), Tobacco Settlement Funds (TSF), California Department of Public Health (CDPH) STI Prevention and Collaboration (STI-PC) Agreement Number 24-ST110, Future of Public Health (FoPH) funds, and existing Departmental resources.

2. Delegate authority to the Director of Public Health, or designee, to execute amendments that: a) allow the rollover of unspent contract funds, if allowable by the grantor; b) provide an increase or decrease in funding up to 10% above or below the annual base maximum obligation, effective upon amendment execution, or at the beginning of the applicable contract period; c) correct errors in the contracts' terms and conditions and/or update the statement of work and/or scope of work, as necessary; d) extend the term up to six additional months, as needed, through December 31, 2025, at amounts determined by Public Health, contingent upon the availability of funds and contractor performance, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contracts that authorize modifications to the budget with corresponding modifications to the statement of work and/or scope of work, that are within the same scope of services, as necessary, and changes to hours of operation and/or service locations.

4. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate the contracts upon issuing a written notice if contractors fail to perform and/or fully comply with contract requirements, and terminate the contracts for convenience by providing a 30-calendar day advance written notice to contractors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles County (LAC) continues to experience the second largest HIV epidemic in the United States. The prompt identification and treatment of persons with HIV remains a public health priority. Community-based HIV service providers are needed to facilitate access to high quality, client-centered HIV services with the goal of decreasing the impact of HIV in LAC and addressing health disparities and inequities among sub-populations disproportionately impacted by these infections.

In addition, LAC is experiencing the highest annual reported cases of syphilis, congenital syphilis, gonorrhea, and chlamydia. Among the most troubling trends in LAC are the increases in syphilis and congenital syphilis. There has been a 450% increase in syphilis among females and a 235% increase in males in the last decade. Congenital syphilis (CS) rates have increased by more than 1,100% in less than a decade. In 2023, 126 CS cases were reported, a 21-fold increase from 2012 when just six CS cases were reported in LAC.

HTS, HTS-STD LB, and CSV services

HTS provides HIV testing in storefront locations to individuals at high risk for HIV infection, as well as HIV risk assessment and counseling sessions for clients requiring more intense intervention. HTS also provides social and sexual network-based HIV testing to individuals at high risk for HIV infection by enlisting HIV-positive or HIV-negative high-risk persons from the community who are able and willing to recruit individuals at risk for HIV infection from their social, sexual, or drug-using networks. HTS-STD LB services target individuals at high risk for HIV and STD infection within the city limits of Long Beach, with a focus on men who have sex with men (MSM) and transgender persons, both of whom have a high burden of HIV and STD infection. CSV-based services provide HIV and syphilis testing at establishments that charge patrons or members a fee for admission or membership, and are venues where sexual activity is permitted.

STD-SDTS, SHEx-C and STD IPP Services

STD-SDTS serves individuals at high risk for infection by providing onsite treatment for individuals diagnosed with one or more STD(s), linkage to medical care for individuals diagnosed with HIV infection, Patient-Delivered Partner Therapy (PDPT), and education and referral to appropriate biomedical prevention programs. STD IPP includes STD prevention and control services within LAC and South Los Angeles, in particular. Services include technical assistance and training for clinics, targeted community-based social marketing and outreach, and community engagement. STD IPP also supports expanded and enhanced case finding and treatment through continuation of the community-based public health investigation model utilizing a community-embedded disease intervention specialist, and the delivery of PDPT for chlamydia and gonorrhea control, including expansion of PDPT to new partner clinics.

Approval of Recommendation 1 will allow Public Health to execute amendments with the providers identified in Attachment A, to extend contracts for the continuation of critical HTS, CSV, STD-SDTS, STD SHeX-C, HTS-STD-LB, and STD IPP services to the residents of LAC.

In addition, Approval of Recommendation 1, will allow Public Health sufficient time for completion of the solicitation process for new contracts for these services (scheduled to be released in December 2024 with services expected to commence July 2025).

Approval of Recommendation 2 will allow Public Health to execute amendments to the contracts to rollover unspent funds; increase or decrease funding up to 10% above or below the annual base maximum obligation; update the statement of work and/or scope of work; and/or correct errors in the contracts' terms and conditions, as necessary and to extend the terms, as needed, through December 31, 2025.

Approval of Recommendation 3 will allow Public Health to execute change notices to the contracts that authorize modifications to the budget with corresponding modifications to the statement of work and/or scope of work that are within the same scope of services, as necessary; and changes to hours of operation and/or service locations.

Approval of Recommendation 4 will allow Public Health to immediately suspend or terminate the contracts if contractors fail to perform and/or fully comply with contract requirements, and to terminate the contracts for convenience by providing 30-calendar days' advance written termination notice to contractors.

Implementation of Strategic Plan Goals

The recommended actions support North Star 2, Foster Vibrant and Resilient Communities through focus area goals of Public Health and Economic Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation of the recommended HIV and STD Prevention amendments is \$8,993,224, for the period of January 1, 2025, through June 30, 2025, consisting of \$3,282,637 for HTS, \$150,000 for CSV, \$3,241,154 for STD-SDTS, \$1,280,904 for SHeX C, \$500,000 for HTS-STD LB and \$538,529 for STD IPP, 100% funded by CDC HIHPS, CDC PCHD, CDPH STIPC, TSF, FoPH, and existing Departmental resources.

There is no additional net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed and approved Exhibits I, II, III, IV and V as to form. Attachment A is a list of the providers whose contracts are being extended.

As required by Board Policy 5.100, your Board was notified on November 4, 2024, of Public Health's intent to extend the term of these 38 HIV and STD prevention contracts as sole source. Due to federal budget cuts to our prevention portfolio, Public Health's Division of HIV and STD Programs recently underwent a funding exercise that included programmatic decisions which resulted in a reduction in the number of contracts being recommended for continued services, and notification to those providers regarding the non-renewal, therefore delaying the six-month advance notice.

Attachment B is the set of seven sole source checklists for the 38 HIV and STD Prevention contracts signed by the CEO.

CONTRACTING PROCESS

Since the original award and execution of the 38 referenced contracts, the contracts have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to the statement of work and scope of work.

HTS and CSV

On December 17, 2019, your Board approved 33 new contracts for HTS (i.e., storefront, social and sexual networks) and CSV service as a result of a solicitation for the term effective January 1, 2020 through December 31, 2022, and delegated authority to extend those contracts through December 31, 2024.

On December 28, 2022, Public Health extended 30 of the 33 original contracts through December 31, 2024. Three HTS contracts with APLA Health & Wellness, East Valley Community Health Center, Inc. and Friends Research Institute, Inc. were discontinued or relinquished by the agency.

Under this current Board action, Public Health is requesting to extend 23 of the 30 current HTS and CSV contracts that include HTS storefront services and HTS social and sexual networks.

STD-SDTS and SHEx-C

On December 17, 2019, and January 16, 2020, Public Health exercised delegated authority approved in a November 20, 2018 Board motion to execute 10 STD-SDTS and four new STD Prevention Services contracts, effective January 1, 2020, and February 1, 2020, and through January 31, 2023, and delegated authority to extend contracts through December 31, 2024, and January 31, 2025, respectively.

On December 27, 2022, Public Health exercised delegated authority to extend 13 STD Prevention services contracts through December 31, 2024.

Under this current Board action, Public Health is requesting to extend 11 of the original 13 contracts.

HTS-STD LB

On April 2, 2019, your Board approved four new contracts as a result of a solicitation for the provision of HTS-STD LB effective April 2, 2019, through December 31, 2021, and delegated authority to extend through December 31, 2023.

On December 5, 2023, your Board approved sole source amendments to the four HTS STD LB contracts to extend the term for 12 additional months, through December 31, 2024.

Under this current Board action, Public Health is requesting to extend three of the original four contracts.

STD IPP

On August 11, 2009, your Board approved an STD IPP sole source contract with Essential Access Health (formerly California Family Health Council, Inc.). As a recipient of federal STD funds, Public Health was required to allocate 50% of grant funds to a Title X Family Planning agency to support Public Health in screening and evaluating chlamydia, gonorrhea, and other STDs among women who access services in family planning clinic settings.

On January 23, 2024, your Board approved an amendment to the Essential Access Health contract to increase funding to support Community Embedded Disease Intervention Specialist services, and delegated authority to extend the contract through December 31, 2024.

On June 17, 2024, Public Health exercised delegated authority to extend the Essential Access Health contract through December 31, 2024.

Under this current Board action, Public Health is requesting to extend Essential Access Health sole source contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue providing HIV and STD testing services and STD treatment services to help decrease HIV and STD infection and transmission rates in LAC.

The Honorable Board of Supervisors

12/17/2024

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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:jb
#7942

Enclosures

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 AND STD PREVENTION SERVICES**

ATTACHMENT A

No.	Contractor Name	Contract No.	Extended Term Annual Maximum Obligation 1/1/25- 6/30/25	Service Planning Area (SPA) Served	Supervisorial District Served
HIV TESTING SERVICES (HTS) - STOREFRONT					
1	AIDS Healthcare Foundation	PH-004093	\$ 308,929	4	1, 3, & 5
2	Bienestar Human Services, Inc.	PH-004097	\$ 192,500	2, 3, 4, 6, & 7	1, 2, & 3
3	Charles R. Drew University of Medicine & Science	PH-004098	\$ 192,500	6	2
4	Children's Hospital of Los Angeles	PH-004099	\$ 151,043	4, 6, & 8	1, 2, & 3
5	City of Pasadena Public Health Department	PH-004100	\$ 185,940	3	5
6	El Proyecto del Barrio, Inc.	PH-004102	\$ 192,500	2	3
7	JWCH Institute, Inc.	PH-004104	\$ 202,229	1, 4, & 7	1, 4, & 5
8	Los Angeles Centers for Alcohol and Drug Abuse	PH-004105	\$ 99,451	4 & 7	1 & 4
9	Los Angeles LGBT Center	PH-004106	\$ 262,193	4	1 & 3
10	Special Service for Groups	PH-004108	\$ 92,500	4	1 & 2
11	The Wall Las Memorias Project	PH-004110	\$ 192,500	4 & 8	1 & 4
12	Venice Family Clinic	PH-004111	\$ 109,297	5	3
TOTAL HTS - STOREFRONT = 12			\$ 2,181,582		

No.	Contractor Name	Contract No.	Extended Term Annual Maximum Obligation 1/1/25- 6/30/25	SPA Served	Supervisorial District Served
HTS - SOCIAL AND SEXUAL NETWORKS					
13	AIDS Healthcare Foundation	PH-004112	\$ 162,422	4 & 8	1, 3, 4 & 5
14	Bienestar Human Services, Inc.	PH-004114	\$ 100,000	2, 3, 4, 6, & 8	1, 2, 3, & 4
15	Charles R. Drew University of Medicine & Science	PH-004115	\$ 125,000	4 & 6	1 & 2
16	City of Long Beach	PH-004116	\$ 128,107	8	4
17	City of Pasadena Public Health Department	PH-004117	\$ 37,500	3	5
18	Los Angeles Centers for Alcohol and Drug Abuse	PH-004120	\$ 50,000	4 & 7	1 & 4
19	Los Angeles LGBT Center	PH-004121	\$ 183,331	4	3
20	Realistic Education in Action Coalition to Foster Health d.b.a. REACH LA	PH-004122	\$ 100,000	4	1
21	St. John's Well Child & Family Center	PH-004123	\$ 114,695	6	2
22	The Wall Las Memorias Project	PH-004124	\$ 100,000	4 & 8	1 & 4
TOTAL HTS - SOCIAL & SEXUAL NETWORKS = 10			\$ 1,101,055		

HIV TESTING & SYPHILIS TESTING IN COMMERCIAL SEX VENUES (CSV)					
23	JWCH Institute, Inc.	PH-004125	\$ 150,000	2 & 4	1, 2, 3, 4 & 5
TOTAL HTS - CSV = 1			\$ 150,000		

COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT SERVICES IN THE CITY OF LONG BEACH (HTS-STD LB)					
24	AIDS Healthcare Foundation	PH-003778	\$ 200,000	8	4
25	APLA Health & Wellness	PH-003779	\$ 100,000	8	4
26	One in Long Beach, d.b.a. The Center	PH-003781	\$ 200,000	8	4
TOTAL HTS-STD LB = 3			\$ 500,000		

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

ATTACHMENT A

No.	Contractor Name	Contract No.	Extended Term Annual Maximum Obligation 1/1/25- 6/30/25	Service Planning Area (SPA) Served	Supervisory District Served
STD, SCREENING, DIAGNOSIS AND TREATMENT SERVICES (STD-STDs)					
27	AIDS Healthcare Foundation	PH-004126	\$ 649,772	6	2
28	Altamed Health Services Corporation	PH-004130	\$ 131,550	3	1&5
29	Central City Community Health Center	PH-004128	\$ 120,000	6	2
30	Children's Hospital of Los Angeles	PH-004129	\$ 60,696	4 & 6	2 & 3
31	JWCH Institute, Inc.	PH-004131	\$ 172,090	1, 4, & 7	1, 4, & 5
32	Los Angeles LGBT Center	PH-004132	\$ 1,849,278	4	3
33	Northeast Valley Health Corporation	PH-004133	\$ 137,768	2	3
34	Watts Healthcare Corporation	PH-004135	\$ 120,000	6	2
TOTAL STD-SDTS = 8			\$ 3,241,154		

No.	Contractor Name	Contract No.	Extended Term Annual Maximum Obligation 1/1/25- 6/30/25	SPA Served	Supervisory District Served
SEXUAL HEALTH EXPRESS CLINICS (SHEX-C)					
35	AIDS Healthcare Foundation	PH-004155	\$ 375,000	4	3
36	APLA Health & Wellness	PH-004156	\$ 429,407	6	2
37	Men's Health Foundation	PH-004158	\$ 476,497	4 & 6	2 & 3
TOTAL SHEX-C = 3			\$ 1,280,904		
STD INFERTILITY PREVENTION PROJECT (STD IPP)					
38	Essential Access Health	PH-000749	\$ 538,529	1-8	1-5
TOTAL STD IPP = 1			\$ 538,529		
GRAND TOTAL OF ALL CONTRACTS = 38			\$ 8,993,224		

SOLE SOURCE CHECKLIST FOR HIV TESTING & SYPHILIS TESTING IN COMMERICAL SEX VENUE CONTRACT

Department Name: Department of Public HealthContract:
JWCH Institute, Inc. PH-004125 New Sole Source Contract Sole Source Amendment to Existing ContractDate Existing Contract First Approved: 12-17-19

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input checked="" type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
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<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Ray Young for Erika Bonilla
Chief Executive Office

10/31/2024
Date

SOLE SOURCE CHECKLIST FOR HIV TESTING SERVICES - STOREFRONT CONTRACTS

Contracts:

- 1. AIDS Healthcare Foundation PH-004093
- 2. Bienestar Human Services, Inc. PH-004097
- 3. JWCH Institute, Inc. PH-004104
- 4. Children's Hospital of Los Angeles PH-004099

- 5. City of Pasadena Public Health Department PH-004100
- 6. El Proyecto del Barrio, Inc. PH-004102
- 7. Charles R. Drew University of Medicine & Science PH-004098
- 8. Los Angeles Centers for Alcohol and Drug Abuse PH-004105
- 9. Los Angeles LGBT Center PH-004106
- 10. Special Service for Groups PH-004108
- 11. The Wall Las Memorias Project PH-004110
- 12. Venice Family Clinic PH-004111

Department Name: Department of Public Health

- New Sole Source Contract
 - Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: 12-17-19

12-17-19

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Chief Executive Office

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Date

SOLE SOURCE CHECKLIST FOR HIV TESTING SERVICES - STOREFRONT CONTRACTS

Contracts:

1. Healthcare Foundation
PH-004112
2. Bienestar Human Services,
Inc. PH-004114
3. Charles R. Drew University of
Medicine & Science
PH-004115

4. City of Long Beach PH-004116
5. City of Pasadena Public Health
Department PH-004117
6. Los Angeles Centers for Alcohol and
Drug Abuse PH-004120
7. Los Angeles LGBT Center
PH-004121
8. Realistic Education in Action
Coalition to Foster Health d.b.a.
REACH LA PH-004122
9. St. John's Well Child & Family
Center PH-004123
10. The Wall Las Memorias Project
PH-004124

Department Name: Department of Public Health

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: 12-17-19

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Ray Young for Erika Bonilla
Chief Executive Office

10/31/2024
Date

SOLE SOURCE CHECKLIST FOR HIV AND STD PREVENTION IN CITY OF LONG BEACH CONTRACTS

Department Name: Department of Public Health

Contracts:

AIDS Healthcare Foundation PH-003778
 APLA Health & Wellness PH-003779
 One in Long Beach, d.b.a. The Center PH-003781

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: _____

12-17-19

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Ray Young for Erika Bonilla
 Chief Executive Office

10/31/2024
 Date

SOLE SOURCE CHECKLIST FOR STD INFERTILITY PREVENTION PROJECT CONTRACT

Department Name: Department of Public Health

Contract:
Essential Access Health PH-000749

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: _____

12-17-19

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
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<input checked="" type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Ray Young for Erika Bonilla
Chief Executive Office

10/31/2024
Date

Justification: Under the current CDC STD grant, DPH is no longer required to allocate funding for a Title X Family Planning agency; however, Essential Access Health (EAH) is the only provider that delivers specialized, critical services supporting DPH efforts to address the STD burden in South Los Angeles. Extension of the STD Infertility Prevention Program contract allows for the continuation of vital STD training and technical assistance to Title X and some non-Title X clinics that screen young women for chlamydia and gonorrhea, as well as the continued distribution of Partner Delivered Patient Therapy (PDPT) packages (chlamydia and gonorrhea medication) to partner clinics, which can assist with addressing the HIV and STD disease. Failure to extend the term of the contract with EAH will create a gap in providing vital technical assistance and training for partner clinic staff and the dissemination of PDPT to partner sites. It will allow for continued efforts around raising awareness and increasing STD prevention activities among young women and men in South Los Angeles.

SOLE SOURCE CHECKLIST FOR SEXUAL HEALTH EXPRESS CLINICS CONTRACTS

Department Name: Department of Public Health

Contracts:

- 1. AIDS Healthcare Foundation PH-004155
- 2. APLA Health & Wellness PH-004156
- 3. Men's Health Foundation PH-004158

New Sole Source Contract

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: 12-17-19

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input checked="" type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Ray Young for Erika Bonilla
Chief Executive Office

10/31/2024
Date

SOLE SOURCE CHECKLIST FOR STD SCREENING, DIAGNOSIS AND TREATMENT CONTRACTS

Department Name: Department of Public Health

Contracts:

- 1. AIDS Healthcare Foundation
PH-004126
- 2. Los Angeles LGBT Center
PH-004132
- 3. Altamed Health Services Corporation
PH-004130

- 4. Watts Healthcare Corporation
PH-004135
- 5. Central City Community Health Center
PH-004128
- 6. Children's Hospital of Los Angeles
PH-004129
- 7. JWCH Institute, Inc.
PH-004131
- 8. Northeast Valley Health Corporation
PH-004133

New Sole Source Contract

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

12-17-19

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input checked="" type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Ray Young for Erika Bonilla
Chief Executive Office

10/31/2024
Date

DEPARTMENT OF PUBLIC HEALTH
STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES
CONTRACT WITH [CONTRACTOR NAME]

Paragraph	TABLE OF CONTENTS	Page
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9.	Confidentiality.....	4
33.	Consideration of Hiring GAIN Participants.....	4
XX.	Campaign Contributions.....	5

Amendment No. [REDACTED]

**DEPARTMENT OF PUBLIC HEALTH
STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES CONTRACT WITH
(AGENCY NAME)**

THIS AMENDMENT is made and entered into on _____,

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

and (AGENCY NAME)
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES CONTRACT" dated XXXX X, 2020, and further identified as Contract No. PH-00XXXX, and all amendments thereto (all hereafter "Contract"); and

WHEREAS, on December 17, 2024, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute an amendment to the Contract to extend the term and make other updates as necessary; and

WHEREAS, County has been allocated funds from the Federal Centers for Disease Control and Prevention (CDC), Strengthening STD Prevention and Control for Health Departments (STD PCHD), Assisting Listing Number 93.977, California Department of Public Health STI Prevention and Collaboration Agreement Number

STI110, Future of Public Health funds, Tobacco Settlement Funds, and net County cost funds, a portion of which has been allocated to the Contract; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term through June 30, 2025, for the continued provision of STD Screening, Diagnosis, and Treatment Services, update certain terms and provisions, amend exhibits and schedules, and update the statement of work, scope of work, and budgets; 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 continues to possess the competence, expertise, and personnel necessary to provide services consistent with the requirements of the Contract and consistent with the professional standard of care for these services.

NOW THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution for the period of January 1, 2025 through June 30, 2025.

2. Paragraph 3, DESCRIPTION OF SERVICES, Subparagraph A is deleted in its entirety and replaced as follows:

"A. Contractor will provide services in the manner described in Exhibits A and A.1, Statements of Work, and Exhibits B, B-1, B-2, B-3, B-4, B-5 and B-6, Scopes of Work."

"D. Federal Award Information for this Contract is detailed in Exhibits N, N.1, and N.2, Notice of Federal Subaward Information."

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

“The term of this Contract is effective **January 1, 2020** and will continue in full force and effect through June 30, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract.”

4. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, Subparagraph I, is deleted in its entirety and replaced as follows:

5. MAXIMUM OBLIGATION OF COUNTY:

“I. For the period of January 1, 2025 through June 30, 2025, the maximum obligation of County for all services provided hereunder will not exceed _____ (\$_____).

Such overall maximum obligation is comprised entirely of **CDPH STI Prevention and Collaboration funds, CDC PCHD, NCC, Future of Public Health, and Tobacco Settlement Funds, as set forth in Exhibit C, Schedule X, and X.**”

5. Paragraph 6, INVOICES AND PAYMENT, Subparagraph A, is deleted in its entirety and replaced as follows:

“A. Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in **Exhibit A.2, Service Delivery Site Questionnaire Table 1, and in accordance with Exhibit B-6.**”

6. Paragraph **9**, CONFIDENTIALITY, Subparagraph A, is deleted in its entirety and replaced as follows:

“A. Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. In the event of a breach, suspected breach, or unlawful use or disclosure of confidential records, Contractor must immediately, no later than 24 hours after discovery, notify the County's Project Manager.”

7. Paragraph 33, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, is deleted in its entirety and replaced as follows:

“33. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

A. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified

GAIN/START job candidates.

B. In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.”

3. Paragraph **XX**, CAMPAIGN CONTRIBUTION PROHIBITION

FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING, is added as a new provision as follows:

XX. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract, including any amendment to this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.”

9. Exhibit A, STATEMENT OF WORK FOR STD, SCREENING, DIAGNOSIS, AND TREATMENT SERVICES, Subparagraph 3.10.2, first paragraph, is deleted in its entirety and replaced as follows:

"Contractor’s Service Delivery Sites(s): Contractor's facilities where services are to be provided hereunder are located at: _____, and as described in **Service Delivery Site Questionnaire, Table-1-Revised.1.**

10. Exhibit A, STATEMENT OF WORK FOR STD, SCREENING, DIAGNOSIS, AND TREATMENT SERVICES, Paragraph 4.9, Payment for Laboratory Processing, the following subparagraph is added as follows:

“For the period 1/1/25 – 06/30/25, the County will be the payer of last resort for laboratory testing services required under this Contract, and will only reimburse Contractor for laboratory testing costs for services provided for eligible clients not covered, or partially covered, by public or private health insurance plans. Contractor may submit STD screening specimens taken to perform STD Screening, Diagnosis, and Treatment services required by this agreement to the LAC Public Health Laboratory or Contractor may use funding provided under this Contract to cover laboratory service costs, only after Contractor has screened for and billed other third-party payors (i.e. health care insurance providers, such as, but not limited to Medicaid, Family PACT, and/or private insurance).”

11. Exhibit B-6, SCOPE OF WORK FOR STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES, attached hereto and incorporated herein by reference, is added to the Contract.

12. Schedule 6, attached hereto and incorporated herein by reference, is added to Exhibit C.

13. Exhibit N.1 or N.2, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference, is added to the Contract.

14. SERVICE DELIVERY SITE QUESTIONNAIRE, TABLE 1-REVISED, FOR STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES, attached hereto and incorporated herein by reference, is added to the Contract.

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 on 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

AGENCY NAME
Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

BL#7950

EXHIBIT C
SCHEDULE 6
BUDGET FOR
STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES

AGENCY NAME

	<u>Budget Period</u> January 1, 2025 through <u>June 30, 2025</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	\$ 0

During the term of the Contract, any change to the above budget must be executed through a written Change Notice or amendment to the Contract, executed by the Division of HIV and STD Programs' Director and Contractor. Funds may only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED.1

Site # 1 of 1

1 Agency Name: AGENCY NAME

2 Executive Director: _____

3 Address of Service Delivery Site: _____

4 In which Service Planning Area is the service delivery site?

- | | |
|---------------------------------|--------------------------------|
| _____ One: Antelope Valley | _____ Two: San Fernando Valley |
| _____ Three: San Gabriel Valley | _____ Four: Metro Los Angeles |
| _____ Five: West Los Angeles | _____ Six: South Los Angeles |
| _____ Seven: East Los Angeles | _____ Eight: South Bay |

5 In which Supervisorial District is the service delivery site?

- | | |
|---------------------------------|--------------------------------|
| _____ One: Supervisor Solis | _____ Two: Supervisor Mitchell |
| _____ Three: Supervisor Horvath | _____ Four: Supervisor Hahn |
| _____ Five: Supervisor Barger | |

6 Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site? 100%

DEPARTMENT OF PUBLIC HEALTH
HIV TESTING SERVICES - STOREFRONT
CONTRACT

Paragraph	TABLE OF CONTENTS	Page
	<u>CONTRACT BODY (CB)</u>	
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4.	Term of Contract	2
5.	Maximum Obligation of County.....	2
6.	Invoices and Payment.....	3
9.	Confidentiality.....	3
33.	Consideration of hiring GAIN START participants.....	4
60.	Public Records Act.....	4
70.	Termination of Default.....	5
87.	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.....	7

Amendment No. [redacted]

**DEPARTMENT OF PUBLIC HEALTH
HIV TESTING SERVICES - STOREFRONT CONTRACT**

THIS AMENDMENT is made and entered into on _____,

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

and AGENCY NAME
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HIV TESTING SERVICES" dated xxxxxxxx, and further identified as Contract No. PH-00xxxx, and any amendments thereto (all hereafter "Contract"); and

WHEREAS, on December 17, 2024, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute amendments to the Contract to extend the term and make other updates, as necessary; and

WHEREAS, County has been allocated funds from the Federal Centers for Disease Control and Prevention (CDC), High-Impact HIV Prevention and Surveillance Programs for Health Department (HIHPS) funds, Assistance Listing Number 93.940, of which a portion has been designated to the Contract; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term through June 30, 2025; 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 continues to possess 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 is effective upon execution for the period of January 1, 2025 through June 30, 2025.

2. Paragraph 3, DESCRIPTION OF SERVICES, Subparagraph A, is deleted in its entirety and replaced as follows:

"A. Contractor will provide services in the manner described in Exhibits A and A.1, Statements of Work, and Exhibits B, B-1, B-2, B-3, B-4, B-5, and B-6, Scopes of Work. Federal Award Information for this Contract is detailed in Exhibit N and N.1, Notice of Federal Subaward Information."

3. The first subparagraph of Paragraph 4, TERM OF CONTRACT, is deleted in its entirety and replaced as follows:

"The term of this Contract is effective January 1, 2020 and will continue in full force and effect through June 30, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract."

4. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, Subparagraph I, is added as follows:

"I. For the period of January 1, 2025 through June 30, 2025, the maximum obligation of County for all services provided hereunder will not exceed XXXXXXXXXXXX dollars (\$XXX,000), as set forth in Exhibit C, Schedules 11 and 12."

5. Paragraph 6, INVOICES AND PAYMENT, Subparagraph A, is deleted in its entirety and replaced as follows:

"A. Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibits A and A.1, and in accordance with Exhibit B-6."

6. Paragraph 9, CONFIDENTIALITY, Subparagraph A, is deleted in its entirety and replaced as follows:

"A. Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. In the event of a breach, suspected breach, or unlawful use or disclosure of confidential records, Contractor must immediately, no later than 24 hours after discovery, notify the County's Project Manager."

7. Paragraph 33, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, is deleted in its entirety and replaced as follows:

"33. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

A. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve

Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8. Paragraph 60, PUBLIC RECORDS ACT, is deleted in its entirety and replaced as follows:

"60. PUBLIC RECORDS ACT

A. Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions listed in California Government Code Section 7921.000 et seq. (Public Records Act) may be applied to documents which are marked "trade secret," "confidential," or "proprietary."

The County will not in any way be liable or responsible for the disclosure of

any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

9. Paragraph 70, TERMINATION FOR DEFAULT, is deleted in its entirety and replaced as follows:

“70. TERMINATION FOR DEFAULT: The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgement of County’s Project Director:

A. Contractor has materially breached this Contract; or

B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

C. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates this Contract in whole or in part as provided hereinabove, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County for such similar goods and services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in the Paragraph above if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity; acts of federal or State governments in their sovereign capacities; or fires, floods, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and any subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance

schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

If, after the County has given notice of termination under the provisions of this Paragraph, it is determined by the County that Contractor was not in default under the provisions of this Paragraph or that the default was excusable under the provisions hereinabove, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the Paragraph entitled TERMINATION FOR CONVENIENCE, herein.

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

10. Paragraph 87, CAMPAIGN CONTRIBUTION PROHIBITION

FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING, is added as follows:

“87. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract, including any amendment to this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.”

11. Exhibit A, STATEMENT OF WORK FOR HIV TESTING SERVICES, Subparagraph 3.10.2, first paragraph, is deleted in its entirety and replaced as follows:

"Contractor's Service Delivery Sites(s): Contractor's facilities where services are to be provided hereunder are located at: _____ as described in **Service Delivery Site Questionnaire, Table-1-Revised.1.**

12. Exhibit **B-6**, SCOPE OF WORK for HIV TESTING SERVICES, attached hereto and incorporated herein by reference, is added to the Contract.

13. Schedules **11 and 12**, attached hereto and incorporated herein by reference, are added to Exhibit C.

14. **Exhibit N, N .1, or N.2**, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference, is added to the Contract.

15. **SERVICE DELIVERY SITE QUESTIONNAIRE, TABLE 1-REVISED.1, FOR HIV TESTING SERVICES**, attached hereto and incorporated herein by reference, **is added to the Contract**

16. Except for the changes set forth hereinabove, the Contract will 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

AGENCY NAME
Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

BL#7950

EXHIBIT C
SCHEDULE 11
HIV TESTING SERVICES – STOREFRONT

	<u>Budget Period</u> January 1, 2025 through <u>June 30, 2025</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	\$ 0

During the term of the Contract, any change to the above budget must be executed through a written Change Notice or amendment to the Contract, executed by the Division of HIV and STD Programs' Director and Contractor. Funds may only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

EXHIBIT C
SCHEDULE 12
HIV TESTING SERVICES - STOREFRONT
PAY FOR PERFORMANCE

	<u>Budget Period</u> January 1, 2025 through June 30, 2025
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ <u>0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of the Contract, any change to the above budget must be executed through a written Change Notice or amendment to the Contract, executed by the Division of HIV and STD Programs' Director and Contractor. Funds may only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED.1

Site # X of X

- 1 Agency Name: AGENCY NAME
- 2 Executive Director: _____
- 3 Address of Service Delivery Site: _____

4 In which Service Planning Area is the service delivery site?

- | | |
|---------------------------------|--------------------------------|
| _____ One: Antelope Valley | _____ Two: San Fernando Valley |
| _____ Three: San Gabriel Valley | _____ Four: Metro Los Angeles |
| _____ Five: West Los Angeles | _____ Six: South Los Angeles |
| _____ Seven: East Los Angeles | _____ Eight: South Bay |

5 In which Supervisorial District is the service delivery site?

- | | |
|---------------------------------|--------------------------------|
| _____ One: Supervisor Solis | _____ Two: Supervisor Mitchell |
| _____ Three: Supervisor Horvath | _____ Four: Supervisor Hahn |
| _____ Five: Supervisor Barger | |

6 Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site? X%

AMENDMENT No. [REDACTED]

DEPARTMENT OF PUBLIC HEALTH

COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT SERVICES
CONTRACT WITH [CONTRACTOR NAME]

Paragraph	TABLE OF CONTENTS	Page
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4.	Term of Contract	3
5.	Maximum Obligation of County	3
6.	Invoice and Payment.....	3
9.	Confidentiality.....	4
34.	Consideration of Hiring GAIN/START Participants.....	4
XX.	Campaign Contributions.....	5

Amendment No. [REDACTED]

**DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT SERVICES
CONTRACT WITH
(AGENCY NAME)**

THIS AMENDMENT is made and entered into on _____,

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

and (AGENCY NAME)
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT SERVICES IN THE CITY OF LONG BEACH CONTRACT," dated enter date of original contract, and further identified as Contract No. PH-XXXXXX, and all amendments thereto (all hereafter "Contract"); and

WHEREAS, on December 17, 2024, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute an amendment to the Contract to extend the term and make other updates as necessary; and

WHEREAS, County has been allocated funds from the Federal Centers for Disease Control and Prevention (CDC), High-Impact HIV Prevention and Surveillance Programs for Health Department funds (HIHPS), Assistance Listing Number 93.940, and net County cost funds, of which a portion has been designated to the Contract; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term through June 30, 2025, for the continued provision of Comprehensive HIV and

STD Testing and STD Treatment Services; update certain terms and provisions; amend exhibits and schedules; and update the statement of work, scope of work, and budget; 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 continues to possess the competence, expertise, and personnel necessary to provide services consistent with the requirements of the Contract and consistent with the professional standard of care for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution for the period of January 1, 2025 through June 30, 2025.

2. Paragraph 3, DESCRIPTION OF SERVICES, Subparagraphs A and D are deleted in their entireties and replaced as follows:

"A. Contractor will provide services in the manner described in Exhibits A, A.1, and A.2, Statements of Work, and Exhibits A-1, A-2, A-3, A-4, A-5, A-6, and A-7, Scopes of Work.

D. Federal Award Information for this Contract is detailed in Exhibit M.2, Notice of Federal Subaward Information, attached hereto and incorporated by reference."

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

"The term of this Contract is effective **April 2, 2019** and will continue in full force and effect through June 30, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract."

4. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, Subparagraph J, is added as follows:

"J. Effective January 1, 2025 through June 30, 2025, the maximum obligation of County for all services provided hereunder will not exceed _____ (**\$ _____**), as set forth in Exhibit B, Schedules **19, 20, and 21.**"

5. Paragraph 6, INVOICES AND PAYMENT, Subparagraph A, is deleted in its entirety and replaced as follows:

"A. Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in **Exhibits A, A.1, A.2, A-3, A-4, A-5, A-6 and A-7,** and in accordance with Exhibit B."

6. Paragraph **9**, CONFIDENTIALITY, Subparagraph A, is deleted in its entirety and replaced as follows:

"A. Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. In the event of a breach, suspected breach, or unlawful use or disclosure of confidential records, Contractor

must immediately, no later than 24 hours after discovery, notify the County's Project Manager.”

7. Paragraph 34, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, is deleted in its entirety and replaced as follows:

“34. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

A. _____ Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor’s minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bsservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

B. In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.”

8. Paragraph XX, CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING, is added as follows:

“Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract, including any amendment to this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.”

9. Exhibit A, STATEMENT OF WORK FOR COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT SERVICES, [Subparagraph 6.10.2](#), first paragraph is deleted in its entirety and replaced as follows:

“Contractor’s Service Delivery Site(s): Contractor’s facilities where services are to be provided hereunder are located at: [\[REDACTED\]](#) and as described in [Service Delivery Site Questionnaire, Table 1-revised](#).”

10. [Exhibit A-7](#), SCOPE OF WORK, attached hereto and incorporated by reference, is added to the Contract.

11. Schedules [19, 20, and 21](#), attached hereto and incorporated herein by reference, are added to Exhibit B.

12. Exhibit [M.2](#), Notice of Federal Subaward Information, attached hereto and incorporated herein by reference, is added to the Contract.

13. [SERVICE DELIVERY SITE QUESTIONNAIRE, TABLE 1-REVISED.1](#), FOR COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT IN THE CITY OF LONG BEACH, attached hereto and incorporated herein by reference, is added to the Contract.

14. Except for the changes set forth hereinabove, Contract will 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

(agency name)
Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management
BL#7942

EXHIBIT B
SCHEDULE 19
COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT SERVICES
HIV TESTING BASE
AGENCY NAME

Budget Period
January 1, 2025
Through
June 30, 2025

Salaries	\$	0
Employee Benefits	\$	0
Travel	\$	0
Equipment	\$	0
Supplies	\$	0
Other	\$	0
Consultant/Subcontractor	\$	0
Indirect Costs*	\$	<u>0</u>
TOTAL PROGRAM BUDGET		\$ 0

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

EXHIBIT B
SCHEDULE 20
COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT SERVICES
HIV TESTING PAY FOR PERFORMANCE

AGENCY NAME

Budget Period

January 1, 2025

Through

June 30, 2025

Maximum Pay for Performance Obligation

\$ 000,000

During the term of the Contract, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with 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.

EXHIBIT B

SCHEDULE 21

COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT SERVICES STD TESTING & TREATMENT

AGENCY NAME

	<u>Budget Period</u>
	January 1, 2025
	Through
	<u>June 30, 2025</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

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

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED.1

Site # 1 of 1

- 1 Agency Name: AGENCY NAME
- 2 Executive Director: _____
- 3 Address of Service Delivery Site: _____

4 In which Service Planning Area is the service delivery site?

- | | |
|---------------------------------|--------------------------------|
| _____ One: Antelope Valley | _____ Two: San Fernando Valley |
| _____ Three: San Gabriel Valley | _____ Four: Metro Los Angeles |
| _____ Five: West Los Angeles | _____ Six: South Los Angeles |
| _____ Seven: East Los Angeles | _____ Eight: South Bay |

5 In which Supervisorial District is the service delivery site?

- | | |
|---------------------------------|--------------------------------|
| _____ One: Supervisor Solis | _____ Two: Supervisor Mitchell |
| _____ Three: Supervisor Horvath | _____ Four: Supervisor Hahn |
| _____ Five: Supervisor Barger | |

6 Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site? 100%

Amendment No. 40

DEPARTMENT OF PUBLIC HEALTH

**STD INFERTILITY PREVENTION PROJECT SERVICES
CONTRACT WITH ESSENTIAL ACCESS HEALTH**

Paragraph	TABLE OF CONTENTS	Page
Recitals		1
1. Term		2
2. Description of Services		2
4. Maximum Obligation of County.....		3

Amendment No. 40

**DEPARTMENT OF PUBLIC HEALTH
STD INFERTILITY PREVENTION PROJECT SERVICES CONTRACT WITH
ESSENTIAL ACCESS HEALTH**

THIS AMENDMENT is made and entered into on _____,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

ESSENTIAL ACCESS HEALTH
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "STD INFERTILITY PREVENTION PROJECT SERVICES AGREEMENT," dated August 11, 2009, and further identified as Contract No. PH-000749, and any amendments thereto (all hereafter "Contract"); and

WHEREAS, on December 17, 2024, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute amendments to the Contract to extend the term and make any other updates, as necessary; and

WHEREAS, County has been allocated funds from the Federal Centers for Disease Control and Prevention (CDC), Strengthening STD Prevention and Control for Health Departments (STD PCHD), Assistance Listing Number 93.977; California Department of Public Health STD Control Branch (CDPH STDCB) STI Prevention and Collaboration SA STI110 funds, and net County cost (NCC) funds, a portion of which has been allocated to the Contract; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term through June 30, 2025, for the continued provision of STD Infertility Prevention Project services, update certain terms, amend schedules, and update the scope of work and budget; 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 continues to possess the competence, expertise, and personnel necessary to provide services consistent with the requirements of the Contract and consistent with the professional standard of care for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution for the period of January 1, 2025 through June 30, 2025.
2. Paragraph 1, first subparagraph, TERM, is deleted in its entirety and replaced as follows:

“The term of this Contract is effective August 11, 2009 and will continue in full force and effect through June 30, 2025, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Contract in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS herein.”
3. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph Q is deleted in its entirety and replaced, and Subparagraph **T** is added as follows:

“Q. Federal Award Information for this Contract is detailed in Exhibits

T.1, T.2 and T.3, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference.

T. For the period of January 1, 2025 through June 30, 2025, Contractor will provide services in the manner described in Exhibits W, W-1, and W-2 attached hereto and incorporated herein by reference.”

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraph Q, is added as follows:

“Q. For the period of January 1, 2025 through June 30, 2025, the maximum obligation of County for all services provided will not exceed five hundred thirty-eight thousand, five hundred twenty-nine dollars (\$538,529), subject to availability of funding, and only to the extent that such funds are reimbursable to County, consistent with federal, State, and/or County budget reductions.

Of this amount, XXXXXXXXXX thousand dollars (\$XXXX), is allocated to the Infertility Prevention Project services as set forth in Schedule XLII; XXXXXXXXXXXXXX dollars (\$XXXX), is allocated to provide sexually transmitted disease services to young women of color in the Second Supervisorial District as set forth in Schedule XLIII; and XXXXXXXXXX dollars (\$XXXX), is allocated to providing patient delivered partner therapy as set forth in Schedule XLIV.”

- 5. Exhibits W, W-1 and W-2, SCOPES OF WORK FOR SEXUALLY TRANSMITTED DISEASE INFERTILITY PREVENTION PROGRAM SERVICES, attached hereto and incorporated herein by reference, are added to the Contract.
- 8. Schedules XLII, XLIII, and XLIV, BUDGET(S) FOR SEXUALLY

TRANSMITTED DISEASE INFERTILITY PREVENTION PROGRAM SERVICES,
attached hereto and incorporated herein by reference, are added to the Contract.

9. Exhibit T.3, Notice of Federal Subaward Information, attached hereto and
incorporated herein by reference, is added to the Contract.

10. Except for the changes set forth hereinabove, the Contract will 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 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

ESSENTIAL ACCESS HEALTH

Contractor

By _____

Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

#07942

SCHEDULE XLII
ESSENTIAL ACCESS HEALTH
SEXUALLY TRANSMITTED DISEASE
INFERTILITY PREVENTION PROJECT SERVICES AGREEMENT
CDC PCHD and STD NCC

	<u>Budget Period</u> January 1, 2025 through <u>June 30, 2025</u>
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

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

SCHEDULE XLIII

ESSENTIAL ACCESS HEALTH

SEXUALLY TRANSMITTED DISEASE
INFERTILITY PREVENTION PROJECT SERVICES AGREEMENT
SECOND DISTRICT HIV/STD CONTROL PLAN
(WOMEN OF COLOR)
STD NCC

	<u>Budget Period</u> January 1, 2025 through <u>June 30, 2025</u>
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

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

SCHEDULE XLIV

ESSENTIAL ACCESS HEALTH

**SEXUALLY TRANSMITTED DISEASE
INFERTILITY PREVENTION PROJECT SERVICES AGREEMENT
(Patient Delivered Partner Therapy)
CDPH STD Control Branch STI Prevention and Collaboration Funds**

	<u>Budget Period</u> January 1, 2025 through June 30, 2025
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

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

AMENDMENT No. 4

DEPARTMENT OF PUBLIC HEALTH

**HIV TESTING AND SYPHILIS SCREENING, DIAGNOSIS, AND LINKED REFERRAL
FOR TREATMENT SERVICES IN COMMERCIAL SEX VENUES (CSV)
CONTRACT WITH JWCH INSTITUTE, INC.**

Paragraph	TABLE OF CONTENTS	Page
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4.	Term of Contract	3
5.	Maximum Obligation of County.....	3
6.	Invoices and Payment.....	3
9.	Confidentiality.....	3
33.	Consideration of hiring GAIN START participants.....	4
60.	Public Records Act.....	4
70.	Termination for Default	5
87.	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.....	7

Amendment No. 4

**DEPARTMENT OF PUBLIC HEALTH
HIV TESTING AND SYPHILIS SCREENING, DIAGNOSIS, AND LINKED REFERRAL
FOR TREATMENT SERVICES IN COMMERCIAL SEX VENUES (CSV)
CONTRACT WITH JWCH INSTITUTE, INC.**

THIS AMENDMENT is made and entered into on _____,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

JWCH INSTITUTE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HIV TESTING SERVICES" dated May 7, 2020, and further identified as Contract No. PH-004125, and any amendments thereto (all hereafter "Contract"); and

WHEREAS, on December 17, 2024, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute an amendment to the Contract to extend the term and make other updates, as necessary; and

WHEREAS, County has been allocated the use of HIV net County cost ("hereafter NCC") funds and STD NCC funds to support services provided in this contract.

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term through June 30, 2025; update certain terms and provisions; amend exhibits and schedules; and update the statement of work, scope of work, and budget; 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 continues to possess the competence, expertise, and personnel necessary to provide services consistent with the requirements of the Contract and consistent with the professional standard of care for these services.

NOW THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution for the period of January 1, 2025 through June 30, 2025.

2. Paragraph 3, DESCRIPTION OF SERVICES, Subparagraph A, is deleted in its entirety and replaced as follows:

"A. Contractor will provide services in the manner described in Exhibits A, A-REVISED and A.1, Statements of Work; and Exhibits B, B-1, B-2, B-3, B-4, B-5, and **B-6**, Scopes of Work."

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

"The term of this Contract is effective January 1, 2020 and will continue in full force and effect through June 30, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract."

4. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, Subparagraph I is added as follows:

"I. For the period of January 1, 2025 through June 30, 2025, the maximum obligation of County for all services provided hereunder will not exceed one hundred fifty thousand dollars (\$150,000), as set forth in Exhibit C, Schedule 6."

5. Paragraph 6, INVOICES AND PAYMENT, Subparagraph A, is deleted in its entirety and replaced as follows:

“A. Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A.1, Exhibit A-Attachment 1-REVISED.1, and in accordance with Exhibit B.”

6. Paragraph 9, CONFIDENTIALITY, Subparagraph A, is deleted in its entirety and replaced as follows:

“A. Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. In the event of a breach, suspected breach, or unlawful use or disclosure of confidential records, Contractor must immediately, no later than 24 hours after discovery, notify the County's Project Manager.

7. Paragraph 33, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, is deleted in its entirety and replaced as follows:

"33. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

A. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's

minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

6. Paragraph 60, PUBLIC RECORDS ACT, is deleted in its entirety and replaced as follows:

"60. PUBLIC RECORDS ACT

A. Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions listed in California Government Code Section 7921.000 et seq. (Public Records Act) may be applied to documents which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure

is required by law, or by an order issued by a court of competent jurisdiction.

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

7. Paragraph 70, TERMINATION FOR DEFAULT, is deleted in its entirety and replaced as follows:

“70. TERMINATION FOR DEFAULT: The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgement of County’s Project Director:

- A. Contractor has materially breached this Contract; or
- B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- C. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates this Contract in whole or in part as provided hereinabove, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County for such similar goods and services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in the Paragraph above if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity; acts of federal or State governments in their sovereign capacities; or fires, floods, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and any subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance

schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

If, after the County has given notice of termination under the provisions of this Paragraph, it is determined by the County that Contractor was not in default under the provisions of this Paragraph or that the default was excusable under the provisions hereinabove, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the Paragraph entitled TERMINATION FOR CONVENIENCE, herein.

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

8. Paragraph 87, CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING, is added as follows:

“87. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract, including any amendment to this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.”

8. Exhibit A, STATEMENT OF WORK FOR HIV TESTING SERVICES,

Subparagraph 3.10.2, first paragraph is deleted in its entirety and replaced as follows:

"Contractor's Service Delivery Sites(s): Contractor's facilities where services are to be provided hereunder are located at: [REDACTED] as described in Service Delivery Site Questionnaire, Table-1-Revised.1.

9. Exhibits B-6, SCOPE OF WORK FOR HIV TESTING AND SYPHILIS SCREENING, DIAGNOSIS AND LINKED REFERRAL FOR TREATMENT SERVICES IN COMMERCIAL SEX VENUES, attached hereto and incorporated herein by reference, is added to the Contract.

10. Schedule 6, attached hereto and incorporated herein by reference, will be added to Exhibit C.

11. SERVICE DELIVERY SITE QUESTIONNAIRE, TABLE 1-REVISED, FOR HIV TESTING AND SYPHILIS SCREENING, DIAGNOSIS AND LINKED REFERRAL FOR TREATMENT SERVICES, attached hereto and incorporated herein by reference, is added to the Contract.

12. Except for the changes set forth hereinabove, the Contract will 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

JWCH INSTITUTE, INC.
Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

#07942

EXHIBIT C
SCHEDULE 6
BUDGET FOR
HIV TESTING AND SYPHILIS SCREENING, DIAGNOSIS, AND LINKED REFERRAL
FOR TREATMENT SERVICES IN COMMERCIAL SEX VENUES (CSV)
HIV AND STD NCC
JWCH INSTITUTE, INC.

		<u>Budget Period</u> January 1, 2025 through <u>June 30, 2025</u>
Salaries	\$	
Employee Benefits	\$	
Travel	\$	
Equipment	\$	
Supplies	\$	
Other	\$	
Consultants/Subcontracts	\$	
Indirect Cost*	\$	_____
TOTAL PROGRAM BUDGET	\$	150,000

During the term of the Contract, any change to the above budget must be executed through a written Change Notice or amendment to the Contract, executed by the Division of HIV and STD Programs' Director and Contractor. Funds may only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED

Site # 1 of 3

- 1 Agency Name: JWCH Institute, Inc. (Flex Baths)
- 2 Executive Director: Alvaro Ballesteros
- 3 Address of Service Delivery Site: _____

4 In which Service Planning Area is the service delivery site?

- | | |
|---|--|
| <u> </u> One: Antelope Valley | <u> </u> Two: San Fernando Valley |
| <u> </u> Three: San Gabriel Valley | <u> X </u> Four: Metro Los Angeles |
| <u> </u> Five: West Los Angeles | <u> </u> Six: South Los Angeles |
| <u> </u> Seven: East Los Angeles | <u> </u> Eight: South Bay |

5 In which Supervisorial District is the service delivery site?

- | | |
|---|---------------------------------------|
| <u> </u> One: Supervisor Solis | <u> X </u> Two: Supervisor Mitchell |
| <u> </u> Three: Supervisor Horvath | <u> </u> Four: Supervisor Hahn |
| <u> </u> Five: Supervisor Barger | |

6 Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site? 40%

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED.1

Site # 2 of 3

- 1 Agency Name: JWCH Institute, Inc. (North Hollywood SPA)
- 2 Executive Director: Alvaro Ballesteros
- 3 Address of Service Delivery Site: _____

4 In which Service Planning Area is the service delivery site?

- _____ One: Antelope Valley _____ Two: San Fernando Valley
- _____ Three: San Gabriel Valley _____ Four: Metro Los Angeles
- _____ Five: West Los Angeles _____ Six: South Los Angeles
- _____ Seven: East Los Angeles _____ Eight: South Bay

5 In which Supervisorial District is the service delivery site?

- _____ One: Supervisor Solis _____ Two: Supervisor Mitchell
- _____ Three: Supervisor Horvath _____ Four: Supervisor Hahn
- _____ Five: Supervisor Barger

6 Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site? %

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED

Site # 3 of 3

1 Agency Name: JWCH Institute, Inc. (Slammer)

2 Executive Director: Alvaro Ballesteros

3 Address of Service Delivery Site: _____

4 In which Service Planning Area is the service delivery site?

- | | |
|---------------------------------|--------------------------------|
| _____ One: Antelope Valley | _____ Two: San Fernando Valley |
| _____ Three: San Gabriel Valley | _____ Four: Metro Los Angeles |
| _____ Five: West Los Angeles | _____ Six: South Los Angeles |
| _____ Seven: East Los Angeles | _____ Eight: South Bay |

5 In which Supervisorial District is the service delivery site?

- | | |
|---------------------------------|--------------------------------|
| _____ One: Supervisor Solis | _____ Two: Supervisor Mitchell |
| _____ Three: Supervisor Horvath | _____ Four: Supervisor Hahn |
| _____ Five: Supervisor Barger | |

6 Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site? %