

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

38 December 17, 2024



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

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

ANISH P. MAHAJAN, M.D., M.S., M.P.H.
Chief Deputy Director

313 North Figueroa Street, Suite 806
Los Angeles, CA 90012
TEL (213) 268-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

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Kathryn Barger
Fifth District

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 THREE 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 three 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 three sole source contract amendments to HIV and STD Prevention contracts with the providers identified in Attachment A, for the provision of HIV Testing Services (HTS) and STD Screening, Diagnosis, and Treatment Services (STD-SDTS), substantially similar to Exhibits I and II, that extend the term through June 30, 2025, at a total maximum obligation of \$598,019, 100 percent funded by Centers for Disease Control and Prevention High Impact HIV Prevention and Surveillance funds (CDC HIHPS) 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 percent 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.

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 and STD-SDTS 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 roll over 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.

HTS 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.

STD-SDTS 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.

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 three recommended HIV and STD Prevention amendments is \$598,019, for the period of January 1, 2025, through June 30, 2025, consisting of \$508,019 for HTS and \$90,000 for STD-SDTS, 100% funded by CDC HIHPS 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 and II, 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 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 includes the sole source checklists for the three HIV and STD Prevention contracts signed by the CEO.

CONTRACTING PROCESS

Since the original award and execution of the three 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

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. In the subsequent year, one additional contract for HTS services was relinquished by Friends Research Institute on December 31, 2023.

Under this Board action, Public Health is requesting to extend two HTS contracts. The remaining HTS and CSV contracts that include HTS storefront services and HTS social and sexual networks are being recommended for approval under a separate Board action.

STD-SDTS

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 Board action, Public Health is requesting to extend one STD contract. The remaining 12 STD contracts are being recommended for approval under a separate Board action.

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

#7950

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	Supervisory District Served
HIV TESTING SERVICES (HTS) - STOREFRONT					
1	East Valley Community Health Center, Inc.	PH-004101	\$ 229,998	3	1
2	Tarzana Treatment Centers, Inc.	PH-004109	\$ 278,021	1 & 2	3 & 5
TOTAL HTS - STOREFRONT = 2			\$ 508,019		
No.	Contractor Name	Contract No.	Extended Term Annual Maximum Obligation 1/1/25- 6/30/25	SPA Served	Supervisory District Served
STD, SCREENING, DIAGNOSIS AND TREATMENT SERVICES (STD-SDTS)					
3	Tarzana Treatment Centers, Inc.	PH-004134	\$ 90,000	2	3
TOTAL STD-SDTS = 1			\$ 90,000		
GRAND TOTAL OF ALL CONTRACTS = 3			\$ 598,019		

SOLE SOURCE CHECKLIST FOR HIV TESTING SERVICES - STOREFRONT CONTRACTS

Contracts:

1. East Valley Community Health Center, Inc. PH-004101
2. Tarzana Treatment Centers, Inc. PH-004109

 Department Name: Department of Public Health

- 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

11/04/2024
Date

SOLE SOURCE CHECKLIST FOR STD SCREENING, DIAGNOSIS AND TREATMENT CONTRACTS

Department Name: Department of Public Health

Contract:
Tarzana Treatment Centers, Inc. PH-004134

- 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>
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<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
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<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

11/04/2024
Date

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

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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.

15. Except for the changes set forth hereinabove, the Contract is not 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 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 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 # 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

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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 [REDACTED], and further identified as Contract No. PH-00[REDACTED], 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 <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 # 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%