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BOARD OF SUPERVISORS

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

February 04, 2025

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 SOLE SOURCE AMENDMENTS TO 15 HIV CARE SERVICES
CONTRACTS TO EXTEND THE TERM THROUGH FEBRUARY 28, 2026
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute sole source amendments to 15 HIV care services contracts to extend the term through February 28, 2026, and delegated authority to extend the term up to six additional months, as needed, through August 31, 2026.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute sole source amendments to 15 HIV care services contracts, substantially similar to Exhibits I, II, and III with the contractors identified in Attachment A, to extend the term through February 28, 2026, at a total maximum obligation of \$14,841,542 100 percent funded by Health Resources and Services Administration (HRSA) Ryan White Program (RWP) Part A, Minority AIDS Initiative (MAI) funds, Assistance Listing Number (ALN) 93.914, HRSA Ending the HIV Epidemic (EHE) funds, ALN 93.686, California Department of Public Health (CDPH) RWP Part B funds, and Non-Drug Medi-Cal Realignment funds.
2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contracts that provide an increase or decrease in funding up to 10 percent above or below the annual base maximum obligation effective upon execution or beginning of applicable funding period; extend the term up to six additional months, as needed, through August 31, 2026, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and contractor performance; rollover unspent contract funds, if allowable by the grantor; update the statement of work and/or scope of work, as necessary; and/or correct errors in the contract's terms and

conditions, 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, 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

Approval of Recommendation 1 will allow Public Health to execute amendments to extend 15 HIV care services sole source contracts for the provision of Benefit Specialty Services (BSS), Residential Services (RS), and Nutrition Support Services (NSS) to ensure continued and seamless delivery of critical HIV services throughout Los Angeles County. These services are needed during the time period required to complete solicitations, as needed, for replacement services.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contracts to increase or decrease funding up to 10 percent above or below the annual base maximum obligation; extend the term up to six additional months; rollover unspent funds; update the statement of work and/or scope of work; and/or correct errors in the contract's terms and conditions, as necessary.

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 day 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 County maximum obligation for the amendments as detailed in Attachment A is \$14,841,542, consisting of \$9,533,781 for RS, \$4,439,740 for NSS, and \$868,021 for BSS, for the term effective March 1, 2025, through February 28, 2026, 100 percent funded by HRSA RWP Part A, HRSA RWP MAI, HRSA EHE, HRSA RWP Part B through the CDPH Agreement Number 18-10873, and Non-Drug Medi-Cal Realignment funds through Public Health's Bureau of Substance Abuse Prevention and Control Program.

There is no net County Cost associated with this action.

Funding for these contracts is included in Public Health's fiscal year (FY) 2024-25 Adopted Budget and will be requested in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Public Health's allocations for each of the service categories are aligned with the Commission on HIV recommended allocations.

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

As required by Board Policy 5.100, your Board was notified on November 7, 2024, of Public Health's intent to extend the term of 20 HIV Care Services sole source contracts. Of the 20 contracts, 15 are submitted under this Board action and five are being submitted for approval under two separate Board actions.

Attachment B is the Sole Source Checklist for the 15 contracts signed by the CEO.

CONTRACTING PROCESS

Since the original award and execution of the 15 referenced contracts, the contracts have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to the statements of work.

Benefit Specialty Services (BSS): On February 7, 2023, your Board authorized contract amendments to extend the term of 12 BSS contracts, through February 29, 2024, and delegated authority to extend the 12 BSS contracts through February 28, 2025.

On February 27, 2024, Public Health notified your Board that it was exercising delegated authority to extend the term of all 12 BSS contracts through February 28, 2025, which included 10 contracts with no change to the annual maximum obligation, and two contracts with an increase to the annual maximum obligation, to support increased personnel salaries and operating costs.

Eight of the 12 BSS contracts are being requested for approval under this Board action. The remaining four BSS contracts are being submitted for approval under two separate Board actions.

Residential Services (RS): On February 7, 2023, your Board authorized delegated authority to execute contract amendments to extend the term of four RS contracts through February 29, 2024, and delegated authority to extend those contracts through February 28, 2025. On February 24, 2023, Public Health notified your Board that it was exercising delegated authority to extend the term through February 29, 2024.

On February 27, 2024, Public Health notified your Board that it was exercising delegated authority to extend four RS contracts through February 28, 2025, which included three contracts with no change to the annual maximum obligation, and one contract with an increase to the annual maximum obligation, to support increased residential services for RWP clients.

On October 17, 2024, Public Health notified your Board that it was exercising delegating authority to

increase funding to one RS contract with APLA Health & Wellness by \$303,300, increasing the annual maximum obligation from \$3,033,003 to \$3,336,303, to support up to six months of rental assistance payments to landlords on behalf of RWP eligible clients who were homeless or at risk of being homeless.

Nutritional Support Services (NSS): On December 20, 2022, your Board authorized contract amendments to increase the funding of three NSS contracts to support the increased cost in food and warehouse supplies for the period effective March 1, 2022 through February 28, 2023, and delegated authority to extend the term of the three NSS contracts through February 28, 2025. On February 27, 2023, Public Health notified your Board that it was exercising delegated authority to extend the three NSS contracts through February 28, 2025.

Public Health is requesting approval to extend these 15 contracts for one year to assess alignment with Commission on HIV priorities and review service utilization patterns to inform a future competitive bid process. In addition, Public Health is requesting delegated authority to extend contracts for an additional six months, if needed, to allow for changes in solicitation priorities across Public Health's Division of HIV and STD Programs.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue to provide uninterrupted delivery of critical HIV care services to Los Angeles County residents.

Respectfully submitted,



Barbara Ferrer, PhD, MPH, MEd

Director

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

Director

BF:tr

BL#07990

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 CARE SERVICES**

Contractor		Contract No.	Extended Term Annual Maximum Obligation 3/1/25-2/28/26	Service Planning Area(s) of Sites	Supervisorial District(s) of Sites
1. NUTRITION SUPPORT SERVICES: RWP Part A and HRSA EHE					
1	APLA Health & Wellness	H-700241	\$ 2,880,714	1 - 8	1 - 5
2	Bienestar Human Services	H-700279	\$ 181,581	1 - 8	1 - 5
3	Project Angel Food	H-700267	\$ 1,377,445	1 - 8	1 - 5
Total			\$ 4,439,740		
2. RESIDENTIAL SERVICES: RWP Part A, RWP Part B, HRSA EHE, HRSA MAI and NDMCR Funds					
4	APLA Health & Wellness	PH-001646	\$ 5,336,303	1 - 8	1 - 5
5	Project New Hope	PH-001638	\$ 1,884,362	1 - 8	1 - 5
6	Project New Hope	PH-001645	\$ 923,347	1 - 8	1 - 5
7	The Salvation Army	PH-001654	\$ 1,389,769	1 - 8	1 - 5
Total			\$ 9,533,781		
4. BENEFIT SPECIALITY SERVICES - FUNDING SOURCE: RWP PART A Funds					
8	St. Mary Medical Center	PH-002898	\$ 111,176	8	4
9	APLA Health & Wellness	PH-002673	\$ 186,352	4, 6	2, 3
10	AltaMed Health Services Corporation	PH-002899	\$ 140,340	7	1
11	City of Long Beach	PH-002900	\$ 127,532	8	4
12	JWCH Institute, Inc.	PH-003056	\$ 101,226	3	5
13	Minority AIDS Project	PH-002661	\$ 84,705	6	2
14	Northeast Valley Health Corporation	PH-002902	\$ 65,867	2	3
15	Venice Family Clinic	PH-002680	\$ 50,823	5	3
Total			\$ 868,021		
GRAND TOTAL			\$ 14,841,542		

1. APLA Health & Wellness PH-002673
2. St. Mary Medical Center PH-002898
3. Altamed Health Services Corporation PH-002899
4. City of Long Beach PH-002900
5. JWCH Institute, Inc. PH-003056
6. Minority AIDS Project PH-002661
7. Northeast Valley Health Corporation PH-002902
8. Venice Family Clinic PH-002680

SOLE SOURCE CHECKLIST

Benefits Specialty Services

Department Name: _____

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

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
	➤ 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>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ 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.
	➤ 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.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ 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.

Atinck Sepanian

Chief Executive Office

Date

SOLE SOURCE CHECKLIST

Nutrition Support Services

Department Name: _____

Contracts

- 1. APLA Health & Wellness H-700241
- 2. Bienestar Human Services H -700279
- 3. Project Angel Food H-700267

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

3-1-2004

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
	➤ 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>
	➤ Compliance with applicable statutory and/or regulatory provisions.
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Atinck Sepanian

Chief Executive Office

Date

SOLE SOURCE CHECKLIST

Residential Services

Department Name: _____

Contracts

1. APLA Health & Wellness PH-001646
2. Project New Hope PH-001638
3. Project New Hope PH-001645
4. The Salvation Amy PH-001654

- New Sole Source Contract
- Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____ 3-1-2011

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
	➤ 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>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ 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.
	➤ 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.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ 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.

Atinsh Sepanian

Chief Executive Office

Date

AMENDMENT No. XX
DEPARTMENT OF PUBLIC HEALTH
BENEFITS SPECIALTY SERVICES CONTRACT
WITH AGENCY NAME

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Amendment No. ____

**DEPARTMENT OF PUBLIC HEALTH
HIV/AIDS BENEFITS SPECIALTY SERVICES CONTRACT WITH
(AGENCY NAME)**

THIS AMENDMENT is made and entered on _____,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

AGENCY NAME
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) BENEFITS SPECIALTY SERVICES 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 **February 4, 2025**, the County Board of Supervisors authorized the Director of Public Health (Public Health), or designee, to execute an amendment to the Contract to extend the term, update the terms and conditions, and make other designated changes; and

WHEREAS, County has been allocated funds from the U.S. Department of Health and Human Services ("DHHS"), Assistance Listing Number 93.914, which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of

1990, its amendments of 1996, and subsequent reauthorizations of the Act (“Ryan White Program”) Part A 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 **February 28, 2026**, for the continued provision of **Benefits Specialty Services**; update certain terms; amend exhibits and schedules; and update the statement 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 March 1, 2025 through February 28, 2026.

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

“A. Contractor must provide services in the manner described in Exhibits A, A.1, A.2, A.3, A.4, A.5, A.6, A.7, A.8, and A.9, Statement of Work, and Contract Goals and Objectives Table 2. In addition, Federal

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

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

“This Contract is effective enter date of original contract through February 28, 2026, unless sooner terminated or extended, in whole or part, as provided in this Contract.”

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

 . Effective March 1, 2025 through February 28, 2026, the maximum obligation of County for all services provided hereunder will not exceed (\$), as set forth in Exhibit C, Schedule .”

5. Paragraph 35, CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, is deleted in its entirety and replaced as follows:

“Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County’s policy to encourage all County contractors to voluntarily post the County’s poster, Exhibit (Safely Surrendered Baby Law) in a prominent position at a contractor’s place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in

the subcontractor's place of business. Information and posters for printing are available at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>."

6. Paragraph 45, FORCE MAJEURE, is deleted in its entirety and replaced as follows:

"A. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

B. Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable 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 subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

C. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event."

7. Paragraph 88, CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING, is added to the Contract 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. 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, Paragraph 5, SERVICE DELIVERY SITES, first subparagraph is deleted in its entirety and replaced as follows:

"Contractor will provide Benefits Specialty services at the location(s) as referenced in **Attachment 1, Attachment 1-REVISED, AND Attachment 1-REVISED.1.**"

9. Exhibit A, Statement of Work, Paragraph 8, SERVICES TO BE PROVIDED, subparagraphs ___, ___ and ___ are added as follows:

DHSP BSS PH-00XXXX-X

“XX. Contractor will provide benefits specialty services to a minimum of XXXXXXXXXXXX (XXXX) clients for the period of March 1, 2025 through February 28, 2026, as detailed in Contract Goals and Objectives, Table 2.

XX. Contractor will provide a minimum of XXXXXXXXXXXX (XXXX) benefits specialty service hours for the period of March 1, 2025 through February 28, 2026, as detailed in Contract Goals and Objectives, Table 2.

XX. Contractor will provide a minimum of XXXXXXXXXXXX (XXXX) orientation/workshop sessions for the period of March 1, 2025 through February 28, 2026, as detailed in Contract Goals and Objectives, Table 2.”

10. Attachment 1-REVISED.1, Service Delivery Site Questionnaire, Service Delivery Sites, attached hereto and incorporated herein by reference, is added to Exhibit A, Statement of Work.

11. Contract Goals and Objectives, Table 2 (March 1, 2025 through February 28, 2026), attached hereto and incorporated herein by reference, is added to Exhibit A, Statement of Work.

12. Schedule [redacted], BUDGET(S) FOR HIV/AIDS BENEFITS SPECIALTY SERVICES, attached hereto and incorporated herein by reference, is added to Exhibit C.

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

14. 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

(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

#07990 tr
DHSP BSS PH-00XXXX-X

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site # of

- 1 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? %

CONTRACT GOALS AND OBJECTIVES

TABLE 2

AGENCY NAME

March 1, 2025 through February 28, 2026

Annual Number of Benefits Specialty Contract Goals and Objective by Service Delivery Site(s). Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Benefits Specialty Services		
Service Site	No. of Clients	No. of Hours	No. of Benefit Orientation workshops
Site # 1 (enter address)			
Site # 2			
Totals			

EXHIBIT C

SCHEDULE XX

HIV/AIDS BENEFITS SPECIALTY SERVICES

AGENCY NAME

Budget Period
March 1, 2025
Through
February 28, 2026

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 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 paid in accordance with approved line-item detailed budgets.

AMENDMENT No. XX
DEPARTMENT OF PUBLIC HEALTH
HIV RESIDENTIAL CARE SERVICES CONTRACT
WITH AGENCY NAME

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Amendment No. ____

**DEPARTMENT OF PUBLIC HEALTH
HIV RESIDENTIAL CARE SERVICES CONTRACT
(AGENCY NAME)**

THIS AMENDMENT is made and entered on _____,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

AGENCY NAME
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV) RESIDENTIAL CARE SERVICES AGREEMENT," dated **enter date of original contract**, and further identified as Contract No. **PH-XXXXXX**, and all amendments thereto (all hereafter "Contract"); and

WHEREAS, on **February 4, 2025**, the County Board of Supervisors authorized to the Director of Public Health, or designee, to execute an amendment to the Contract to extend the term, update the terms and conditions, and make other designated changes; and

WHEREAS, County has been allocated funds from the U.S. Department of Health and Human Services ("DHHS"), Ryan White Program Funds Part B ("RWP Part B") HIV Care, Assistance Listing Number 93.917, through a transfer of funds from the California Department of Public Health under Standard Agreement 18-10873, and Health Resources and Services Administration ("HRSA") Assistance Listing Number

93.914, which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and subsequent reauthorizations of the Act ("RWP Part A") 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 **February 28, 2026**, for the continued provision of **HIV Residential Care Services**; update certain terms; amend exhibits and schedules; and update the statement 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 March 1, 2025 through February 28, 2026.

2. Paragraph 1, TERM, first subparagraph is deleted in its entirety and replaced as follows:

"This Contract is effective **enter date of original contract** through **February 28, 2026**, unless sooner terminated or extended, in whole or in part, as provided in this Contract. In any event, County may terminate this

Contract in accordance with the TERMINATION Paragraphs of the
ADDITIONAL PROVISIONS hereunder.”

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

“Contractor must provide the services described in Exhibit(s) A,
Statement of Work, Contract Goals and Objectives Table 2, and Exhibit C,
Schedule(s) 1 through XX, Budget(s). In addition, Federal Award
Information for this Contract is detailed in Exhibit __, Notice of Federal
Subaward Information.”

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph X is
added as follows:

“X. Effective March 1, 2025 to February 28, 2026, the maximum
obligation of County for all services provided hereunder will not exceed
_____ (\$ _____),

Such maximum obligation is comprised entirely of HRSA RWP Part
A, RWP Part B funds, MAI, HRSA EHE and NDMC. This sum represents
the total maximum obligation of County as shown in Exhibit C, Schedules
__ and __.”

5. Paragraph 5, COMPENSATION, is deleted in its entirety and replaced as
follows:

"County agrees to compensate Contractor for performing services
hereunder at the fee-for-service rates and cost detailed line items as set forth in
Exhibit C, Schedules 1 through __, and the INVOICE AND PAYMENT

Paragraph of this Contract. Invoices and cost reports must be submitted and will be paid in accordance with approved line-item detailed budgets."

6. Paragraph 33, FORCE MAJEURE, is deleted in its entirety and replaced as follows:

"A. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

B. Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable 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 subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

C. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event."

7. Paragraph 45, CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, is deleted in its entirety and replaced as follows:

"Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, **Exhibit __** (Safely Surrendered Baby Law) in a prominent position at a contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at: <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>."

8. Paragraph 66, CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING, is added to the Contract 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 amendments. 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. Service Delivery Site Questionnaire, Contract Goals and Objectives, Table 2 (March 1, 2025 through February 28, 2026), attached hereto and incorporated herein by reference, is added to Exhibit A, Statement of Work.

10. Attachment 1-Revised.1, Service Delivery Site Questionnaire, Service Delivery Sites, attached hereto and incorporated herein by reference, is added to Exhibit A, Statement of Work.

11. Schedules [redacted] and [redacted] BUDGET(S), attached hereto and incorporated herein by reference, is/are added to Exhibit C.

12. Exhibit N.XX, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference, is added to the Contract.

13. 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

(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

#07990 tr

SCHEDULE XX**HIV RESIDENTIAL CARE FACILITIES
FOR THE CHRONICALLY ILL (RCFCI) SERVICES****AGENCY NAME**

Budget Period
 March 1, 2025
 through
February 28, 2026

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: RCFCI	0	\$290.89	\$ 0
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION	0		\$ 0
MAXIMUM MONTHLY PAYMENT			\$ 0

During the term of the Contract, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the INVOICE AND PAYMENT Paragraph of the Contract. Funds may only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be paid in accordance with approved line-item detailed budgets.

SCHEDULE XX

**HIV RESIDENTIAL CARE FACILITIES
FOR THE CHRONICALLY ILL (RCFCI) SERVICES**

MENTAL HEALTH SUPPORT

AGENCY NAME

	<u>Budget Period</u> March 1, 2025 through February 28, 2026
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	
Other	
Consultant/Subcontractor	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$

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 paid in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

**HIV RESIDENTIAL CARE FACILITIES
FOR THE CHRONICALLY ILL (RCFCI) SERVICES**

March 1, 2025 through February 28, 2026

TABLE 2*

AGENCY NAME

Number of Resident Days Contract Goals and Objective by Service Delivery Site(s).

Contract Goals	Residents and Resident Days		Resident Beds	
	Service Sites	No. of Residents	No. of Resident Days	No. of DHSP Beds
Site # 1				
Site # 2				
Site # 3				
TOTAL				

* Figures are based on a 12-month period.

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site # of

- 1 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? %

**AMENDMENT TO
DEPARTMENT OF PUBLIC HEALTH
HIV RESIDENTIAL CARE SERVICES CONTRACT WITH
PROJECT NEW HOPE**

Paragraph	TABLE OF CONTENTS	Page
1.	Term	2
2.	Description of Services	2
3.	Maximum Obligation of County	3
5.	Compensation.....	3
33.	Contractor's Acknowledgement of County's Safely Surrendered Baby Law	
45.	Force Majeure.....	3
66.	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.....	5

Amendment No. 19

**DEPARTMENT OF PUBLIC HEALTH
HIV RESIDENTIAL CARE SERVICES CONTRACT WITH
PROJECT NEW HOPE**

THIS AMENDMENT is made and entered on _____,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

PROJECT NEW HOPE
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV) RESIDENTIAL CARE SERVICES AGREEMENT," dated March 1, 2011, and further identified as Contract No. PH-001645, and any amendments thereto (all hereafter "Contract"); and

WHEREAS, on February 4, 2025, the County Board of Supervisors authorized the Director of Public Health, or designee, to execute an amendment to the Contract to extend the term, update the terms and conditions, and make other designated changes; and

WHEREAS, County has been allocated funds from the U.S. Department of Health and Human Services ("DHHS"), Ryan White Program Funds Part B ("RWP Part B") HIV Care, Assistance Listing Number 93.917, through a transfer of funds from the California Department of Public Health under Standard Agreement 18-10873, 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 February 28, 2026, for the continued provision of Comprehensive HIV

Residential Care Services; update certain terms and provisions; amend exhibits and schedules; 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 March 1, 2025 to February 28, 2026.

2. Paragraph 1, TERM, first subparagraph is deleted in its entirety and replaced as follows:

“This Contract is effective March 1, 2011 through February 28, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract. In any event, County may terminate this Contract in accordance with the TERMINATION Paragraphs herein.”

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

“Contractor will provide the services described in Exhibit(s) A, Statement of Work, Contract Goals and Objectives Table 2, and Exhibit C, Schedule(s) 1 through **23**, Budget(s). In addition, Federal Award Information for this Contract is detailed in Exhibits R, R.1, and **R.2**, Notice of Federal Subaward Information.”

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph O is added as follows:

“O. Effective March 1, 2025 to February 28, 2026, the maximum obligation of County for all services provided hereunder will not exceed nine hundred twenty-three thousand, three hundred forty-seven dollars (\$923,347).

Such maximum obligation is comprised entirely of HRSA RWP Part B funds. This sum represents the total maximum obligation of County for this period, as shown in Exhibit C, Schedules 23 and 24.”

5. Paragraph 5, COMPENSATION, is deleted in its entirety and replaced as follows:

"County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates set forth in Schedule 23, and cost detailed amount as set forth in Schedule 24, and the INVOICE AND PAYMENT Paragraph of this Contract. Invoices and cost reports must be submitted and will be paid in accordance with approved line-item detailed budgets."

6. Paragraph 33, FORCE MAJEURE, is deleted in its entirety and replaced as follows:

“A. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to

perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

B. Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable 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 subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

C. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event."

7. Paragraph 45, CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, is deleted in its entirety and replaced as follows:

"Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily

post the County's poster, **Exhibit T** (Safely Surrendered Baby Law) in a prominent position at a contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at: <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>."

8. Paragraph 66, CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING, is added to the Contract 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 amendments. 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 R.2, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference, is added to the Contract.

10. **Attachment 1-Revised.1**, Service Delivery Site Questionnaire, Service Delivery Sites, attached hereto and incorporated herein by reference, is added to Exhibit A, Statement of Work.

11. Service Delivery Site Questionnaire, Contract Goals and Objectives, Table 2 (March 1, 2025 through February 28, 2026), attached hereto and incorporated herein by

reference, is added to Exhibit A, Statement of Work.

12. Schedules 23 and 24, BUDGETS, attached hereto and incorporated herein by reference, are added to Exhibit C.

13. 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

PROJECT NEW HOPE
Contractor

By _____
Signature

Printed Name

Title_____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

#07990 tr

SCHEDULE 23

HIV TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF) SERVICES

PROJECT NEW HOPE

Budget Period
 March 1, 2025
 through
February 28, 2026

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Transitional Residential Care Facility	6,6460	\$132.17	\$853,819
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION	6,347		\$ 853,819
MAXIMUM MONTHLY PAYMENT			\$ 71,151

During the term of the Contract, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the INVOICE AND PAYMENT Paragraph of the Contract. Funds may only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be paid in accordance with approved line-item detailed budgets.

SCHEDULE 24

HIV TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF) SERVICES

MENTAL HEALTH SUPPORT

PROJECT NEW HOPE

	<u>Budget Period</u> March 1, 2025 through <u>February 28, 2026</u>
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Operating Expenses	\$ 0
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$69,528

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 paid in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF) SERVICES

March 1, 2025 through February 28, 2026

TABLE 2*

PROJECT NEW HOPE

Number of Resident Days Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	TRCF Services	
Service Sites	No. of Residents	No. of Resident Days
Site # 1 4060-4062 W. 149 th Street		
Site # 2 1133 South Lake Street		
TOTAL		

* Figures are based on a 12-month period.

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site # 1 of 2

1	Agency Name:	Project New Hope
2	Executive Director:	Bridgette Tweddell
3	Address of Service Delivery Site:	1133 South Lake Street Los Angeles, CA 90006

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

- | | | | |
|--------------------------|---------------------------|-------------------------------------|--------------------------|
| <input type="checkbox"/> | One: Antelope Valley | <input type="checkbox"/> | Two: San Fernando Valley |
| <input type="checkbox"/> | Three: San Gabriel Valley | <input checked="" type="checkbox"/> | Four: Metro Los Angeles |
| <input type="checkbox"/> | Five: West Los Angeles | <input type="checkbox"/> | Six: South Los Angeles |
| <input type="checkbox"/> | Seven: East Los Angeles | <input type="checkbox"/> | Eight: South Bay |

5 In which Supervisorial District is the service delivery site?

- | | | | |
|-------------------------------------|---------------------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> | One: Supervisor Solis | <input type="checkbox"/> | Two: Supervisor Mitchell |
| <input type="checkbox"/> | Three: Supervisor Horvath | <input type="checkbox"/> | Four: Supervisor Hahn |
| <input type="checkbox"/> | 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? 50%

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site # 2 of 2

1	Agency Name:	Project New Hope
2	Executive Director:	Bridgette Tweddell
3	Address of Service Delivery Site:	4060-4062 West 149 th Street
		Lawndale, CA 90260

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

- | | |
|--|--|
| <input type="checkbox"/> One: Antelope Valley | <input type="checkbox"/> Two: San Fernando Valley |
| <input type="checkbox"/> Three: San Gabriel Valley | <input type="checkbox"/> Four: Metro Los Angeles |
| <input type="checkbox"/> Five: West Los Angeles | <input type="checkbox"/> Six: South Los Angeles |
| <input type="checkbox"/> Seven: East Los Angeles | <input checked="" type="checkbox"/> Eight: South Bay |

5 In which Supervisorial District is the service delivery site?

- | | |
|--|--|
| <input type="checkbox"/> One: Supervisor Solis | <input checked="" type="checkbox"/> Two: Supervisor Mitchell |
| <input type="checkbox"/> Three: Supervisor Horvath | <input type="checkbox"/> Four: Supervisor Hahn |
| <input type="checkbox"/> 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? 50%

**DEPARTMENT OF PUBLIC HEALTH
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
NUTRITION SUPPORT SERVICES CONTRACT**

Paragraph	TABLE OF CONTENTS	Page
1.	Term of Contract.....	2
2.	Description of Services.....	2
4.	Maximum Obligation of County.....	3
5.	Compensation.....	3
6.	Invoice and Payment.....	3
8.	Consideration of Hiring GAIN/START Participants.....	3
33.	Force Majeure.....	4
45.	Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law	5
67.	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.....	6

Amendment No. XX

Contract No. H-700XXX

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
NUTRITION SUPPORT SERVICES CONTRACT**

THIS AMENDMENT is made and entered on _____,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

AGENCY
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) NUTRITION SUPPORT SERVICES CONTRACT", dated XXXX and further identified as Agreement No. H-700XXX, and any amendments thereto (all hereafter "Contract"); and

WHEREAS, on February 4, 2025, the County Board of Supervisors authorized the Director of Public Health (Public Health), or designee, to execute amendments to the Contract to extend the term, update the terms and conditions, and make other designated changes, and

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services ("DHHS"), Health Resources Services Administration ("HRSA"), Assistance Listing Number 93.914, which is authorized by the Ryan White

Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act ("Ryan White Program") Part A funds; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term for through February 28, 2026, for the continued provision of Nutrition Support/Food Bank Pantry OR Home Delivered Meal Services; update certain terms and amending exhibits and schedules; and update the statement 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 possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Contract and consistent with the professional standard of care for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution for the period of March 1, 2025 through February 28, 2026.

2. Paragraph 1, TERM, first subparagraph is deleted in its entirety and replaced as follows:

"This Contract is effective March 1, 2004 through February 28, 2026, unless sooner terminated or extended as set forth herein. In any event, County may terminate this Contract in accordance with the TERMINATION Paragraphs herein."

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

"2. DESCRIPTION OF SERVICES. Contractor must provide the services described in the Exhibits(s) and Schedules(s) attached hereto and incorporated herein by reference. In addition, Federal Award Information for this Contract is detailed in Exhibits U and U.1, Notice of Federal Subaward Information, attached hereto and incorporated by reference."

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraph X, is added to read as follows:

"X. Effective March 1, 2025 through February 28, 2026, the maximum obligation of County for all services provided hereunder will not exceed _____ dollars (\$_____).

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

5. Paragraph 5, COMPENSATION, is deleted in its entirety and replaced as follows:

"5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Schedules _____ through _____, and the INVOICE AND PAYMENT Paragraph of this Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

6. Paragraph 6, BILLING AND PAYMENT, is renamed INVOICE AND PAYMENT.

7. Paragraph 8, CONSIDERATION OF HIRING GAIN/GROW

PARTICIPANTS, is deleted in its entirety and replaced as follows:

“8. 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.

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 33, FORCE MAJEURE, is deleted in its entirety and replaced as follows:

"33. FORCE MAJEURE:

A. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract if such failure arises out of fires, floods, quarantine restrictions, other natural occurrences, strikes, lockouts

(other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

B. Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable 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 subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

C. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event."

9. Paragraph 45, CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, is deleted in its entirety and replaced as follows:

"45. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, **Exhibit W** (Safely Surrendered Baby Law), in a prominent position at a contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>."

10. Paragraph 67, CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING, is added to the Contract as follows:

"67. 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 amendments. 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, Paragraph 7, SERVICE DELIVERY SITES, first subparagraph is deleted in its entirety and replaced as follows:

“Contractor will provide Nutrition Support services at the location(s) as referenced in Attachment 1, Attachment 1-REVISED, and Attachment 1-REVISED.1.”

12. Exhibit A, Statement of Work, Paragraph 8, SERVICES TO BE PROVIDED, Subparagraph G, is deleted in its entirety and replaced as follows:

“G. For the period effective March 1, 2025 through February 28, 2026, Contractor must prepare and ensure the distribution of a minimum of _____ (_____) bags of groceries or meals to a minimum of _____ (____) unduplicated clients and must ensure that the food provided meets nutritional needs of persons living with HIV/AIDS at least 50% of the daily USDA Dietary Guidelines for Americans at the 2,000 calorie level. The nutrition breakdown for each meal shall average 1,000 calories/day or 7,000 calories/week. Menus must be developed in conjunction with a registered dietitian, taking into account the nutrition needs of the client, special diet restrictions, portion control, and client preferences. Community and cultural preferences must be reflected in the nutrition support provided. Menu plans must be changed periodically to promote variety based on client input, individual nutrition need, season, and availability of food.”

13. Schedule 24, BUDGET FOR HIV/AIDS NUTRITION SUPPORT – FOOD BANK/PANTRY OR HOME DELIVERED MEAL SERVICES, attached hereto and incorporated herein by reference, is added to Exhibit C, Budget.

12. Attachment 1-REVISED.1, Service Delivery Site Questionnaire, Service Delivery Sites, Table 1, attached hereto and incorporated herein by reference, is added to Exhibit A, Statement of Work.

13. Contract Goals and Objectives, Table 2 (March 1, 2025 through February 28, 2026), attached hereto and incorporated herein by reference, is added to Exhibit A, Statement of Work.

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

15. Except for the changes set forth hereinabove, Contract shall not be changed in any respect by this amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this amendment to be executed by its Director of Public Health, or designee, and Contractor has caused this amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

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

#0

SCHEDULE 24

AGENCY

**HIV/AIDS NUTRITION SUPPORT SERVICES - FOOD BANK/PANTRY/HOME
DELIVERED MEALS SERVICES**

	<u>Budget Period</u> March 1, 2025 through <u>February 28, 2026</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 this 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. 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

Site# 1 of 1

- 1 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: Holly J. Mitchell |
| _____ Three: Supervisor Horvath | _____ Four: Supervisor Hahn |
| _____ Five: Supervisor Barger | |
- 6 Based on the number of unit of service provided to unduplicated clients at this site, what percentage of your allocation is designated to this site? %

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

AGENCY

TABLE 2

March 1, 2025 through February 28, 2026

Annual Number of Nutrition Support - **Food Bank/Pantry** or **Home Delivered Meals** Services Contract Goals and Objectives by Service Delivery Sites.

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	(Food Distribution)	
	Service Unit	No. of Clients
Site # 1	0	0
TOTAL	0	0