

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

MUNTU DAVIS, M.D., M.P.H.

ANISH P. MAHAJAN, M.D., M.S., M.P.H.

313 North Figueroa Street, Suite 806 Los Angeles, CA 90012 TEL (213) 288-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov

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:



Holly J. Mitchell Second District Lindsey P. Horva Third District Janice Hahn

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

SUBJECT

Request approval to execute amendments to four sole source 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 four HIV care services contracts, substantially similar to Exhibits I and II with the providers identified in Attachment A, to extend the term through February 28, 2026, at a total maximum obligation of \$1,630,361, 100 percent funded by Health Resources and Services Administration (HRSA) Ryan White Program (RWP) Part A funds, Assistance Listing Number 93.914, 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

The Honorable Board of Supervisors 2/4/2025 Page 2

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 four HIV care services sole source contracts for the provision of Substance Use Disorder Transitional Housing (SUDTH) Services and Benefit Specialty Services (BSS), 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 \$1,630,361, consisting of \$1,259,250 for SUDTH and \$371,111 for BSS, for the term effective March 1, 2025, through February 28, 2026, 100 percent funded by HRSA RWP Part A, HRSA, 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.

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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 and II, 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 four HIV Care Services sole source contracts.

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

CONTRACTING PROCESS

Since the original award and execution of the four 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.

Three of the 12 BSS contracts are being requested for approval to extend under this Board letter, the remaining nine contracts are being submitted for approval under a separate Board letter.

Substance Use Disorder, Transitional Housing Services (SUDTH):

On February 7, 2023, your Board approved delegated authority to execute an amendment to extend the term of one SUDTH contract through February 29, 2024, and delegated authority to extend the contract through February 28, 2025. On February 24, 2023, Public Health notified your Board that it was exercising delegated authority to extend the term of one SUDTH contract through February 29, 2024.

On February 27, 2024, Public Health notified your Board that it was exercising delegated authority to extend the term of one SUDTH contract through February 28, 2025.

Public Health is requesting approval to extend these four 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

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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

aba Jene

Director

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

BF:tr BL #07991

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		Extended Term Contract No. Annual Maximum Obligation 3/1/25-2/28/26		Service Planning Area(s) of Sites	Supervisorial District(s) of Sites
1. S	SUBSTANCE USE DISORDER, TRANSITIONAL HOUSING- FUN	NDING SOURCE: RW	/P Part A, RWP Part B, and Non-D	rug Medi-Cal realign	ment funds (NDMCR)
1	Tarzana Treatment Centers, Inc.	H-701004	\$ 1,259,250	1 - 8	1 - 5
		Total	\$ 1,259,250		
2. BENEFIT SPECIALITY SERVICES - FUNDING SOURCE: RWP PART A Funds					
2	East Valley Community Health Center, Inc.	PH-002901	\$ 63,732	3	1, 5
3	Tarzana Treatment Centers, Inc.	PH-002903	\$ 171,850	2	3
4	Tarzana Treatment Centers, Inc. (SPA 1)	PH-001537	\$ 135,529	1	5
		Total	\$ 371,111		
	GRAND TOTAL		\$ 1,630,361		

SOLE SOURCE CHECKLIST

Benefits Specialty Services

Department Name:			Contracts	
	New Sole	Source Contract		nent Centers, Inc. PH-002903 mmunity Health Centers, Inc.
		ce Amendment to Existing Contract ting Contract First Approved:	4-1-15	
Check	,	JUSTIFICATION FOR SOLE SOURCE		_
(✓)		Identify applicable justification and provide		
	comp servi	one bona fide source (monopoly) for the petition are not available. A monopoly is ice in a given market. If more than one so not exist."	an "Exclusive control of	the supply of any
	> Com	pliance with applicable statutory and/or	regulatory provisions.	
		pliance with State and/or federal progra	•	
	> Serv	ices provided by other public or County-	related entities.	
	> Serv	ices are needed to address an emerger	t or related time-sensitiv	e need.
		service provider(s) is required under the irement.	provisions of a grant or	regulatory
	repla	ices are needed during the time period racement services; provided services are ration of an existing contract which has r	needed for no more than	n 12 months from the
	time servi	tenance and support services are need to complete a solicitation for a new replaces are needed for no more than 24 mo tenance and support contract which has	acement solution/system nths from the expiration	; provided the of an existing
		tenance service agreements exist on ed nal equipment manufacturer or an autho		
	lt is r	more cost-effective to obtain services by ract.	exercising an option und	der an existing
	an e learr dem	n the best economic interest of the Courxisting system or infrastructure, adminishing curve for a new service provider, etconstrate due diligence in qualifying the county the best economic interest of the County	crative cost and time save.). In such cases, depart cost-savings or cost-avoid	ngs and excessive ments must
	Ati	neh Sepanian		
		Chief Executive Office	-	Date

SOLE SOURCE CHECKLIST

Benefits Specialty Services

Department Name:			Contracts		
	New S	Sole Source Contract	 1. Tarzana Treatment Centers, Inc. PH-00153 		
		Source Amendment to Existing Contract Existing Contract First Approved:	1 -1 2011		
Check (✓)		JUSTIFICATION FOR SOLE SOURCE Identify applicable justification and provide			
	c s	Only one bona fide source (monopoly) for the competition are not available. A monopoly is service in a given market. If more than one shoes not exist."	• •		
	> (Compliance with applicable statutory and/or	regulatory provisions.		
	> (Compliance with State and/or federal progra	mmatic requirements.		
	> 5	Services provided by other public or County-	related entities.		
	> 5	Services are needed to address an emerger	t or related time-sensitive need.		
		he service provider(s) is required under the equirement.	provisions of a grant or regulatory		
	r	Services are needed during the time period eplacement services; provided services are expiration of an existing contract which has	needed for no more than 12 months from the		
	ti S	Maintenance and support services are need ime to complete a solicitation for a new replervices are needed for no more than 24 monaintenance and support contract which has	nths from the expiration of an existing		
		Maintenance service agreements exist on edoriginal equipment manufacturer or an author	• •		
		t is more cost-effective to obtain services by contract.	exercising an option under an existing		
	a le		ost-savings or cost-avoidance associated		
		Atineh Sepanian Chief Executive Office	Date		

SOLE SOURCE CHECKLIST

Substance Use Disorder, Transitional Housing Services

Departm	nent Name:	Contracts
	New Sole Source Contract	1. Tarzana Treatment Centers, Inc. H-701004
	Sole Source Amendment to Existing Contract Date Existing Contract First Approved:	t 3-1-2005
Check	JUSTIFICATION FOR SOLE SOU	RCE CONTRACTS AND AMENDMENTS
(✓)	Identify applicable justification and pr	ovide documentation for each checked item.
	competition are not available. A monop	or the service exists; performance and price oly is an "Exclusive control of the supply of any one source in a given market exists, a monopoly
	Compliance with applicable statutory ar	d/or regulatory provisions.
	Compliance with State and/or federal pr	ogrammatic requirements.
	Services provided by other public or Co	unty-related entities.
	Services are needed to address an eme	ergent or related time-sensitive need.
	The service provider(s) is required under requirement.	r the provisions of a grant or regulatory
		riod required to complete a solicitation for sare needed for no more than 12 months from the has no available option periods.
	time to complete a solicitation for a new	needed for an existing solution/system during the replacement solution/system; provided the 4 months from the expiration of an existing has no available option periods.
	Maintenance service agreements exist original equipment manufacturer or an analysis.	on equipment which must be serviced by the authorized service representative.
	It is more cost-effective to obtain service contract.	es by exercising an option under an existing
	an existing system or infrastructure, adr learning curve for a new service provide	County (e.g., significant costs and time to replace ninistrative cost and time savings and excessive er, etc.). In such cases, departments must the cost-savings or cost-avoidance associated ounty.
	Atineh Sepanian Chief Executive Office	Date



AMENDMENT No. XX

DEPARTMENT OF PUBLIC HEALTH

BENEFITS SPECIALTY SERVICES CONTRACT WITH AGENCY NAME

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	Proceeding	

Amendment No.

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

THIS AMENDMENT is made and e	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-XXXXXXX, 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

DHSP BSS PH-00XXXX-X

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, <u>DESCRIPTION OF SERVICES</u>, 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, <u>TERM OF CONTRACT</u>, 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, <u>MAXIMUM OBLIGATION OF COUNTY</u>, 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, <u>CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S</u>

 <u>COMMITMENT TO THE SAFELY SURRENDERED BABY LAW</u>, 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, <u>FORCE MAJEURE</u>, 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, <u>CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING</u>
 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, <u>SERVICE DELIVERY SITES</u>, 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, <u>SERVICES TO BE PROVIDED</u>, subparagraphs ___, __ and __ are added as follows:

DHSP BSS PH-00XXXX-X

- "XX. Contractor will provide benefits specialty services to a minimum of XXXXXXXXXXX (XXXX) clients 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 _, 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
Ву
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 SITES

TABLE 1

		Site # _ of _ AGENCY NAME
1	Agency Name:	AGENCT 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 th	ne service delivery site?
	One: Supervisor Solis	Two: Supervisor Mitchell
	Three: Supervisor Horva	th Four: Supervisor Hahn
	Five: Supervisor Barger	
6	Based on the number of direct ser	vice hours to be provided at this site, what percentage

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?

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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

	<u>Budget</u> March 1 T February 28	1, 2025 hrough
Salaries	\$	0
Employee Benefits	\$	0
Travel	\$	0
Equipment	\$	0
Supplies	\$	0
Other	\$	0
Consultants/Subcontracts	\$	0
Indirect Cost*	\$	0
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 TO HUMAN IMMUNODEFICIENCY VIRUS (HIV) SUBSTANCE USE DISORDER, TRANSITIONAL HOUSING SERVICES WITH TARZANA TREATMENT CENTERS, INC.

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Amendment No. 22

HUMAN IMMUNODEFICIENCY VIRUS (HIV) SUBSTANCE USE DISORDER, TRANSITIONAL HOUSING SERVICES CONTRACT

THIS AMENDMENT is made and entered into this

THIS / IME I DIME I TO I I I G	, and othered into time,
by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	TARZANA TREATMENT CENTERS, INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV) SUBSTANCE USE DISORDER, TRANSITIONAL HOUSING SERVICES CONTRACT", dated March 1, 2005 and further identified as Contract No. H-701004, and any amendments thereto (all hereafter "Contract"); and

WHEREAS, on February 4, 2025, the Board of Supervisors authorized the Director of 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"), 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") through a transfer of funds from the California department of Public Health for Ryan White Program Part B funds under Standard Agreement 18-10873,

Ryan White Program Part A funds, Assistance Listing Number 93.914 and 2011 Non-Medi-Cal Drug Realignment (NDMC) grant funds through a transfer of funds from the Department of Public Health Substance Abuse Prevention and Control Program ("SAPC)", Assistance Listing Number 93.959, of which a portion 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 February 28, 2026, for the continued provision of HIV Substance Use Disorder, Transitional Housing Services, and make other hereafter designated changes, including updating certain terms and amending exhibits, schedules, and the 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, <u>TERM</u>, first paragraph is deleted in its entirety and replaced as follows:

"This Contract is effective March 1, 2005 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, <u>DESCRIPTION OF SERVICES</u>, is deleted in its entirety and replaced as follows:
 - "2. DESCRIPTION OF SERVICES: Contractor will provide the services described in Exhibit A, Contract Goals and Objectives Table 2, and Schedules(s) 1 through 26, Budget(s). In addition, Federal Award Information for this Contract is detailed in Exhibits X, X.1 and X.2, Notice of Federal Subaward Information."
- 4. Paragraph 4, <u>MAXIMUM OBLIGATION OF COUNTY</u>, Subparagraph U is added as follows:
 - "U. Effective March 1, 2025 through February 28, 2026, the maximum obligation of County for all services provided hereunder will not exceed one million, two hundred fifty-nine thousand, two hundred-fifty dollars (\$1,259,250).

Such maximum obligation is comprised entirely of Ryan White Program

Part A, B, and NDMC funds. This sum represents the total maximum obligation of

County as shown in Schedule 26."

- 5. Paragraph 5, <u>COMPENSATION</u>, is deleted in its entirety and replaced as follows:
 - "5. COMPENSATION. County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates as set forth in Schedules 1 through 26, 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 6, <u>BILLING AND PAYMENT</u>, is renamed INVOICE AND DHSP SUDTH H-701004--22

PAYMENT.

7. Paragraph 33, <u>FORCE MAJEURE</u>, 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."

8. Paragraph 45, <u>CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S</u>

<u>COMMITMENT TO THE SAFELY SURRENDERED BABY LAW</u>, 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 AA (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/."

Intps://lacounty.gov/residents/lamily-services/child-safety/safe-surrender/.

9. Paragraph 66, <u>CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING</u>
FINAL DECISION IN CONTRACT PROCEEDING, is added to the Contract as follows:

"66. 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."

- 10. Exhibit X.2, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference, is added to the Contract.
- 11. 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.
- 12. 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.
- 13. Schedule 26, BUDGET, attached hereto and incorporated herein by reference, is added to Exhibit C, Budget.
- 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.

CC	DUNTY OF LOS ANGELES
Ву	Barbara Ferrer, Ph.D., M.P.H., M.Ed. Director
D.	TARZANA TREATMENT CENTERS, INC. Contractor
ву	Signature
	Printed Name
Tit	le
APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY CO DAWYN R. HARRISON County Counsel	DUNSEL
APPROVED AS TO CONTRACT ADMINISTRATION:	
Department of Public Health	
By Contracts and Grants Division Mana	agement
#07991:tr	

DHSP SUDTH H-701004--22

SCHEDULE 26

TARZANA TREATMENT CENTERS, INC.

HIV SUBSTANCE USE DISORDER, TRANSITIONAL HOUSING SERVICES

Budget Period March 1, 2025 through February 28, 2026

FEE-FOR-SERVICE					
	UNITS	RATE	BUDGET		
Service: Substance Abuse Disorder Transitional Housing	16,790	\$75	\$1,259,250		
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION			\$1,259,250		
MAXIMUM MONTHLY PAYMENT			\$104,937		

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.

CONTRACT GOALS AND OBJECTIVES TARZANA TREATMENT CENTERS, INC.

March 1, 2025 - February 28, 2026

TABLE 2

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

Annual Contract Goals and Objectives		nts and nt Days	Reside	nt Beds
Service Sites	No. of Residents	No. of Resident Days	No. of DHSP Beds	No. of Total Agency Beds
Site # 1				
6422 Belmar Ave				
Site # 2				
18825 Covello St				
Site # 3				
6525 Capps Ave				
Site # 4				
6527 Capps Ave				
Site #5				
18218 Strathern St				
Site #6				
2131 East Avenue 1-				
Site #7				
18317 Arminta St				
Site #8				
4010 Belleshire Way				
TOTAL				

SERVICE DELIVERY SITES

Age	ency Name:	Tarzan	a Treat	Site # <u>1</u> of <u>8</u> tment Centers, Inc.			
_	ecutive Director:	Albert M. Senella					
Add	Address of Service Delivery Site:		6422 Belmar Ave				
		Reseda	a, CA 9	01335			
In v	which Service Planning Area is	the serv	rice deli	livery site?			
	One: Antelope Valley		Χ	Two: San Fernando Valley			
	Three: San Gabriel Valle	у		Four: Metro Los Angeles			
	Five: West Los Angeles			Six: South Los Angeles			
	Seven: East Los Angeles	;		Eight: South Bay			
In v	which Supervisorial District is th	ne servic	e delive	ery site?			
	One: Supervisor Solis			Two: Supervisor Mitchell			
				F 0 : 11.1			
X	Three: Supervisor Horva	th		Four: Supervisor Hahn			

SERVICE DELIVERY SITES

Agency Name:	Tarzan	a Treatn	Site # $\underline{2}$ of $\underline{8}$ nent Centers, Inc.
Executive Director:	Albert N	И. Senel	la
Address of Service Delivery Site:	18825	Covello	Street
	Reseda	a, Califor	nia 91335
In which Service Planning Area is	the serv	rice deliv	ery site?
One: Antelope Valley		Х	Two: San Fernando Valley
Three: San Gabriel Valle	у		Four: Metro Los Angeles
Five: West Los Angeles			Six: South Los Angeles
Seven: East Los Angeles	;		Eight: South Bay
In which Supervisorial District is the	ne servic	e delive	ry site?
			Two: Supervisor Mitchell
One: Supervisor Solis			
X Three: Supervisor Solis	th		Four: Supervisor Hahn

SERVICE DELIVERY SITES

				Site # <u>3</u> of <u>8</u>		
	Agency Name:	gency Name: Tarzana Treatment Centers, Inc.				
	Executive Director:	Albert I	M. Sene	lla		
Address of Service Delivery Site		6525 C	apps Av	/e		
		Reseda	a, Califo	rnia 91335		
	In which Service Planning Area is	the serv	vice deliv	very site?		
	One: Antelope Valley		Χ	Two: San Fernando Valley		
	Three: San Gabriel Valle	y		Four: Metro Los Angeles		
	Five: West Los Angeles			Six: South Los Angeles		
	Seven: East Los Angeles	3		Eight: South Bay		
	In which Supervisorial District is the	ne servic	e delive	ry site?		
	One: Supervisor Solis			Two: Supervisor Mitchell		
	X Three: Supervisor Horva	ıth		Four: Supervisor Hahn		

SERVICE DELIVERY SITES

			Site # <u>4</u> of <u>8</u>		
Agency Name:	Tarzana Treatment Centers, Inc.				
Executive Director:	Albert I	Albert M. Senella			
Address of Service Delivery Site:	6527 C	Capps Av	venue venue		
	Reseda	a, Califo	rnia 91335		
In which Service Planning Area is	the serv	vice deliv	very site?		
One: Antelope Valley		Х	Two: San Fernando Valley		
Three: San Gabriel Valle	; y		Four: Metro Los Angeles		
Five: West Los Angeles			Six: South Los Angeles		
Seven: East Los Angeles	S		Eight: South Bay		
In which Supervisorial District is the	he servic	ce delive	ry site?		
One: Supervisor Solis			Two: Supervisor Mitchell		
			Four: Supervisor Hahn		
X Three: Supervisor Horva	atn		——————————————————————————————————————		

SERVICE DELIVERY SITES

			Site # <u>5</u> of <u>8</u>		
Agency Name:	ency Name: Tarzana Treatment Centers, Inc.				
Executive Director:	Albert I	M. Sene	lla		
Address of Service Delivery Site:	18218	Strather	n Street		
	Reseda	a, Califo	rnia 91335		
In which Service Planning Area is	the serv	/ice deliv	very site?		
One: Antelope Valley		Х	Two: San Fernando Valley		
Three: San Gabriel Valle	у		Four: Metro Los Angeles		
Five: West Los Angeles			Six: South Los Angeles		
Seven: East Los Angeles	;		Eight: South Bay		
In which Supervisorial District is the	ne servic	ce delive	ry site?		
One: Supervisor Solis			Two: Supervisor Mitchell		
X Three: Supervisor Horva	th		Four: Supervisor Hahn		

SERVICE DELIVERY SITES

			Site # <u>6</u> of <u>8</u>
1	Agency Name:	Tarza ——	na Treatment Centers, Inc.
2	Executive Director:	Albert	t M. Senella
3	Address of Service Deliv	ery Site: 2131	E. Ave- 1
		Palmo	dale, CA 93550
4	In which Service Plannir	ng Area is the se	rvice delivery site?
	X One: Antelope	Valley	Two: San Fernando Valley
	Three: San Gal	oriel Valley	Four: Metro Los Angeles
	Five: West Los	Angeles	Six: South Los Angeles
	Seven: East Lo	s Angeles	Eight: South Bay
5	In which Supervisorial D	istrict is the serv	rice delivery site?
	One: Superviso	or Solis	Two: Supervisor Mitchell
	Three: Supervi	sor Horvath	Four: Supervisor Hahn
	X Five: Superviso	or Barger	
6	Based on the number of of your allocation is desi		ours to be provided at this site, what percentage te? 13%

SERVICE DELIVERY SITES

			Site # <u>7</u> of <u>8</u>		
Agency Name:	ncy Name: Tarzana Treatment Centers, Inc.				
Executive Director:	Albert I	M. Sene	lla		
Address of Service Delivery Site:	18317	Arminta	Street		
	Reseda	a, Califoi	rnia 91335		
In which Service Planning Area is	the serv	vice deliv	very site?		
One: Antelope Valley		Х	Two: San Fernando Valley		
Three: San Gabriel Valle	у		Four: Metro Los Angeles		
Five: West Los Angeles			Six: South Los Angeles		
Seven: East Los Angeles	;		Eight: South Bay		
In which Supervisorial District is the	ne servic	e delive	ry site?		
One: Supervisor Solis			Two: Supervisor Mitchell		
X Three: Supervisor Horva	th		Four: Supervisor Hahn		

SERVICE DELIVERY SITES

Δ	Agency Name:	Tarzana	a Treatm	Site # $\underline{8}$ of $\underline{8}$ nent Centers, Inc.		
	Executive Director:					
	Address of Service Delivery Site:		elleshire			
•	tuarese er cermee 2 errery cher			ornia 93552		
I	n which Service Planning Area is	the serv	ice deliv	ery site?		
	One: Antelope Valley		Х	Two: San Fernando Valley		
	Three: San Gabriel Valley	y		Four: Metro Los Angeles		
	Five: West Los Angeles			Six: South Los Angeles		
_	Seven: East Los Angeles			Eight: South Bay		
ı	n which Supervisorial District is th	ie servic	e delive	ry site?		
				- O : M: ! !!		
	One: Supervisor Solis			Two: Supervisor Mitchell		
	One: Supervisor Solis X Three: Supervisor Horva	th		Four: Supervisor Mitchell Four: Supervisor Hahn		