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BOARD OF SUPERVISORS

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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 A SOLE SOURCE AMENDMENT TO CONTRACT NUMBER
PH-002897 WITH AIDS HEALTHCARE FOUNDATION TO EXTEND THE TERM THROUGH
FEBRUARY 28, 2026
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute a sole source amendment to Contract Number PH-002897 with AIDS Healthcare Foundation 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 amendment to Contract Number PH-002897 with AIDS Healthcare Foundation (AHF), substantially similar to Exhibit I, to extend the term through February 28, 2026, at a total maximum obligation of \$350,646, 100 percent funded by Health Resources and Services Administration (HRSA) Ryan White Program (RWP) Part A, Assistance Listing Number (ALN) 93.914.
2. Delegate authority to the Director of Public Health, or designee, to execute amendments to Contract Number PH-002897, 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 contract 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 contract upon issuing a written notice if the Contractor fails to perform and/or fully comply with contract requirements and terminate the contract for convenience by providing a 30-calendar day advance written notice to the contractor.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow Public Health to execute an amendment to extend one HIV care services sole source contract with AHF for the provision of 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 contract 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 contract 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 contract if contractor fails to perform and/or fully comply with contract requirements, and to terminate the contract for convenience by providing 30-calendar day advance written termination notice to the contractor.

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 amendment is \$350,646, for the term effective March 1, 2025, through February 28, 2026, 100 percent funded by HRSA RWP Part A.

There is no net County Cost associated with this action.

Funding for this contract 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 allocation for this service category is aligned with the Commission on HIV recommended allocations.

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 16 HIV Care Services sole source contracts, which included Contract Number PH-002897.

County Counsel has reviewed and approved Exhibit I as to form. Attachment A is the Sole Source Checklist signed by the CEO.

CONTRACTING PROCESS

Since the original award and execution of the contract, it has undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to the statements of work.

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.

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

Public Health is requesting approval to extend the contract 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 the contract 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.

The Honorable Board of Supervisors

2/4/2025

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Respectfully submitted,

A handwritten signature in black ink that reads "Barbara Ferrer". The signature is written in a cursive, flowing style.

Barbara Ferrer, PhD, MPH, MEd

Director

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

Director

BF:tr

BL #08026

Enclosures

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

SOLE SOURCE CHECKLISTDepartment Name: Public Health

New Sole Source Contract

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

AIDS Healthcare Foundation PH-002897March 1, 2015

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

Atinck Sepanian for Erika Bonilla
Chief Executive Office

12/11/2024
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.