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Director

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BOARD OF SUPERVISORS

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# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

36 December 2, 2025

December 02, 2025

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO EXECUTE SIX SOLE SOURCE AMENDMENTS TO HIV AND STD PREVENTION SERVICES AGREEMENTS TO EXTEND THE TERM THROUGH MAY 31, 2026  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute amendments to six sole source HIV and STD Prevention Services agreements to extend the term through May 31, 2026, and delegated authority to extend the term up to seven additional months, as needed, through December 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 six sole source amendments, substantially similar to Exhibits I, II, III, and IV to six HIV and STD Prevention agreements with Tarzana Treatment Centers, Inc. (TTC) as identified in Attachment A, that extend the term through May 31, 2026, at a total maximum obligation of \$281,832, 100% funded by Centers for Disease Control and Prevention High Impact HIV Prevention and Surveillance funds (CDC HIHPS), Tobacco Settlement Funds (TSF), California Department of Public Health (CDPH) STI Prevention and Collaboration (STIPC) Agreement Number 24-ST110, and Future of Public Health (FoPH) funds. These sole source amendments include four contracts for the provision of HIV Testing Services (HTS); STD Screening, Diagnosis, and Treatment Services (STD-SDTS); and High Impact HIV Prevention (HIHP), one Master Agreement (MA) for Biomedical HIV Prevention (BHP), and one Master Agreement Work Order (MAWO) for BHP Services.

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the agreements that: a) provide an increase or decrease in funding up to 10% above or below the annual

base maximum obligation; effective upon amendment execution or at the beginning of the applicable contract budget period; b) allow the rollover of unspent contract funds, if allowable by the grantor; c) allow reallocation of funds between budgets; d) update the statement of work and/or scope of work, as necessary; e) correct errors in the agreements' terms and conditions; and/or f) extend the term up to seven additional months, as needed, through December 31, 2026, at amounts determined by Public Health, contingent upon the availability of funds and contractor performance, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the agreements 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/or 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 agreements upon issuing a written notice to the contractor if contractor fails to perform and/or fully comply with contract requirements and terminate agreements for convenience by providing a 30-calendar day advance written notice to the contractor.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

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

#### **HTS Services**

HTS provides HIV testing in storefront locations to individuals at high risk for HIV infection, as well as HIV risk assessment and counseling sessions for clients requiring more intense intervention. HTS also provides social and sexual network-based HIV testing to individuals at high risk for HIV infection by enlisting HIV-positive or HIV-negative high-risk persons from the community who are able and willing to recruit individuals at risk for HIV infection from their social, sexual, or drug-using networks.

#### **HIHP Services**

HIHP services provide education, awareness, and skill-building activities to increase knowledge about HIV risk behaviors, decrease the frequency of those behaviors, and ensure that individuals living with HIV reduce the probability of transmitting HIV to others. HIHP services also link persons at high risk for HIV or persons of unknown HIV status to available HIV counseling and testing services, medical care, Pre-Exposure Prophylaxis PrEP), and Post-Exposure Prophylaxis (PEP) services.

#### **STD-STDs Services**

STD-STDs serves individuals at high risk for infection by providing onsite treatment for individuals diagnosed with one or more STD(s), linkage to medical care for individuals diagnosed with HIV infection, Patient-Delivered Partner Therapy, and education and referral to appropriate biomedical prevention programs.

## BHP Services

BHP services include PrEP, PEP and biomedical prevention tool intended for targeting HIV-negative persons at high risk of acquiring HIV infection. PrEP treatment guidelines require the daily oral antiretroviral medication to be taken on a continuous basis to significantly reduce an individual's overall risk of HIV acquisition. PEP is also a biomedical prevention approach for HIV-negative persons, but it is taken after a high-risk HIV exposure. PEP is comprised of a 28-day course of an antiretroviral medication taken to reduce the chance of becoming HIV-positive.

Approval of Recommendation 1 will allow Public Health to execute amendments to existing contracts, with TTC as identified in Attachment A, to extend the term for the continuation of critical HTS, STD-SDTS, HIHP, and BHP services to residents of LAC.

In addition, approval of Recommendation 1, will provide Public Health sufficient time to complete the solicitation process for new contracts for these services – including proposer selection, notification, and contract negotiations. This process has been paused due to delays in receiving CDC funding to support these services.

On December 3, 2024, Public Health released a Request for Proposals to solicit proposals from qualified agencies to provide Prevention Services, comprised of Clinic-Based Services (Category 1), Non-Clinic Based Services (Category 2) and HIPP (Category 3). Proposers were required to apply to Category 1 or 2 to be eligible to apply for Category 3. Successful proposers from this solicitation will provide HIV and STD Prevention Services that will replace the current HIV and STD agreements referenced above, except for STD IPP Services.

Due to delays in receiving of federal funding from the CDC and the reduction of local departmental funds available to the Division of HIV and STD Program (DHSP) to support HIV and STD prevention services, Public Health paused on processing the solicitation results, as there was no guarantee that funding would be available to fund new contracts beginning July 1, 2025, as originally planned.

As a result, Public Health utilized its delegated authority to extend existing HIV and STD Services contracts through December 31, 2025. Moving forward, Public Health will resume processing the solicitation results and begin planning for the execution of new contracts, under a separate Board action requesting approval, effective June 1, 2026, contingent upon notification from the CDC that federal funding will continue beyond May 31, 2026.

Approval of Recommendation 2 will allow Public Health to execute amendments to the current agreements to increase or decrease funding up to 10% above or below the annual base maximum obligation; allow for the rollover of funds and reallocation of funds between budgets; update the statement of work and/or scope of work; and/or correct errors in the agreements' terms and conditions, as necessary; and to extend the terms, as needed, through December 31, 2026.

Approval of Recommendation 3 will allow Public Health to execute change notices to the agreements 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 agreements if the contractor fails to perform and/or fully comply with contract requirements, and to

terminate the contracts for convenience by providing 30-calendar days' advance written termination notice to 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 maximum obligation of the recommended HIV and STD Prevention Services amendments as detailed in Attachment A is \$281,832, for the period of January 1, 2026, through May 31, 2026, consisting of \$123,565 for HTS, \$40,000 for STD-STDs, \$51,600 for HIHP, and \$66,667 for BHP, 100% funded by CDC HIHPS, CDPH STIPC, FoPH, and TSF.

Current funding levels are included in Public Health's fiscal year (FY) 2025-2026 Final Adopted Budget. Any changes to funding levels for future FYs will be updated, as necessary.

There is no net County cost associated with this action.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

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

As required by Board Policy 5.100, your Board was notified on October 20, 2025, of Public Health's intent to extend the term of 67 HIV and STD prevention contracts, MAs, and MAWOs as sole source, of which six are included in this Board action. Due to delays in receiving federal funding in support of the prevention portfolio, Public Health's DHSP was uncertain if funding was available to support services beyond December 31, 2025. As a result, Public Health's DHSP was unable to meet the six-month advance notice to your Board, as the priority was extending the current portfolio of services from July 1, 2025, through December 31, 2025, to prevent a gap in services. Upon receipt of the final prevention awards in late June and August, and after several discussions with providers in July, we are moving forward with extending current services for an additional five months, effective January 1, 2026, through May 31, 2026.

Attachment B is the sole source checklist for the HIV and STD Prevention contracts, MAs, and MAWOs signed by the CEO.

### **CONTRACTING PROCESS**

Since the original award and execution, the six TTC agreements have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to the statements of work and scopes of work.

HTS and STD-SDTS

On January 7, 2025, your Board approved 41 amendments to extend the term of HTS, HTS-STD-LB, and STD-SDTS contracts from January 1, 2025, through June 30, 2025, and delegated authority to extend through December 31, 2025.

On June 30, 2025, Public Health exercised its delegated authority to extend 31 of the original 41 contracts through December 31, 2025. Ten (10) contracts were not extended beyond June 30, 2025, due to low contractor performance and/or contractors requesting not to extend.

Under this Board action, Public Health is requesting approval to extend the term of the two contracts through May 31, 2026, and delegated authority as needed, to extend through December 31, 2026. The remaining HTS and STD-SDTS contracts are being recommended for approval under separate Board actions.

#### HIHP

On June 4, 2024, your Board approved 11 amendments to extend HIHP contracts from July 1, 2024, through June 30, 2025, and delegated authority to extend through December 31, 2025. On June 30, 2025, Public Health exercised its delegated authority to extend seven of the 11 contracts through December 31, 2025. Due to low contractor performance and/or requests by contractors to not extend, four contracts were not extended beyond June 30, 2025.

Under the current Board action, Public Health is requesting approval to extend the term of two HIHP contracts through May 31, 2026, and delegated authority as needed, to extend through December 31, 2026. The remaining HIHP contracts are being recommended for approval under separate Board actions.

#### BHP

On August 2, 2016, your Board approved execution of 14 BHP MAs for the term of August 2, 2016, through December 31, 2023, with an option to extend for two additional years through December 31, 2025.

On June 27, 2022, Public Health exercised its delegated authority to enter into 15 BHP MAWOs for the term of July 1, 2022, through December 31, 2023.

On December 28, 2023, Public Health exercised its delegated authority to extend the 15 MAWOs through December 31, 2024.

On December 19, 2024, Public Health exercised its delegated authority to extend 12 of the original 15 BHP MAWOs through June 30, 2025. Due to low program performance and not meeting contractual goals, three MAWOs were not extended beyond December 31, 2024.

On June 30, 2025, Public Health further extended the 12 BHP MAWOs through December 31, 2025.

Under this Board action, Public Health is requesting approval to extend the term of one BHP MA and one BHP MAWO through May 31, 2026, and delegated authority as needed to extend through December 31, 2026. The remaining BHP MA and BHP MAWOs are being recommended for approval under separate Board actions.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow Public Health to continue providing HIV and STD prevention services to help decrease HIV and STD infection and transmission rates in LAC while it completes the solicitation process to execute new Prevention Services agreements.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Barbara Ferrer".

Barbara Ferrer, PhD, MPH, MEd

Director

BF:vt  
#8425

Enclosures

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

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

ATTACHMENT A

No.	Contractor Name	Contract No.	Extended Term Annual Maximum Obligation 1/1/26- 5/31/26	Service Planning Area (SPA) Served	Supervisory District Served
<b>HIV TESTING (HTS) - STOREFRONT (STF)</b>					
1	Tarzana Treatment Centers, Inc.	PH-004109	\$ 123,565	1 & 2	3 & 5
<b>TOTAL HTS - STF = 1</b>			<b>\$ 123,565</b>		
<b>STD, SCREENING, DIAGNOSIS AND TREATMENT SERVICES (STD-SDTS)</b>					
2	Tarzana Treatment Centers, Inc.	PH-004134	\$ 40,000	2	3
<b>TOTAL STD-SDTS = 1</b>			<b>\$ 40,000</b>		
<b>HIGH IMPACT HIV PREVENTION (HIHP)</b>					
3	Tarzana Treatment Centers, Inc.	PH-001047	\$ 21,600	1	5
4	Tarzana Treatment Centers, Inc.	PH-001062	\$ 30,000	2 through 8	1,2,3, & 4
<b>TOTAL HIHP =2</b>			<b>\$ 51,600</b>		
No.	Contractor Name	Contract No.	Extended Term Annual Maximum Obligation 1/1/26- 5/31/26	Service Planning Area (SPA) Served	Supervisory District Served
<b>BIOMEDICAL HIV PREVENTION (BHP)- MASTER AGREEMENTS</b>					
5	Tarzana Treatment Centers, Inc.	PH-003088	N/A	N/A	N/A
<b>TOTAL BHP MASTER AGREEMENTS = 1</b>					
<b>BHP MASTER AGREEMENT WORK ORDERS</b>					
6	Tarzana Treatment Centers, Inc.	PH-003088-W3	\$ 66,667	2	3
<b>TOTAL BHP MASTER AGREEMENT WORK ORDERS = 1</b>			<b>\$ 66,667</b>		
<b>GRANT TOTAL</b>			<b>\$281,832</b>		

## SOLE SOURCE CHECKLIST FOR STD SCREENING, DIAGNOSIS AND TREATMENT CONTRACTS

Department Name: \_\_\_\_\_

New Sole Source Contract

☐ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: \_\_\_\_\_

**Contracts:**

1. Tarzana Treatment Centers, Inc.  
PH-004109  
2. Tarzana Treatment Centers,  
Inc. PH-004134  
3. Tarzana Treatment Centers,  
Inc. PH-001047

4. Tarzana Treatment Centers, Inc.  
PH-001062  
5. Tarzana Treatment Centers, Inc.  
PH-003088  
6. Tarzana Treatment Centers, Inc.  
PH-003088-W3

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> 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.
<input checked="" 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.
	➤ 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.

*Ray Young* for Erika Bonilla

Chief Executive Office

Date



**DEPARTMENT OF PUBLIC HEALTH****HIV TESTING SERVICES – STOREFRONT OR SOCIAL AND SEXUAL NETWORKS  
CONTRACT OR (fill in other service category)**

Paragraph	TABLE OF CONTENTS	Page
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**STANDARD EXHIBITS**

Exhibit B-8 – Scope of Work

Exhibit C - Schedules X and X, Budget

Exhibit N.X-Notice of Federal Subaward Information

**DEPARTMENT OF PUBLIC HEALTH  
HIV TESTING SERVICES - STOREFRONT OR SOCIAL AND SEXUAL NETWORK  
CONTRACT**

AGENCY NAME  
(hereafter "Contractor").

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.

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

"A. Contractor will provide services in the manner described in Exhibits A and A.1, Statements of Work, and Exhibits B, B-1, B-2, B-3, B-4, B-5-REVISED, B-6, B-7 and B-8, Scopes of Work. Federal Award Information for this Contract is detailed in Exhibits N, N.1 N.2, and N.3, Notice of Federal Subaward Information."

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

"The term of this Contract is effective January 1, 2020 and will continue in full force and effect through May 31, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract."

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

"K. For the period of January 1, 2026 through May 31, 2026, the maximum obligation of the County for all services provided hereunder will not exceed XXXXXXXXXXXX dollars (\$XXX,000), as set forth in Exhibit C, Schedules X and X."

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

"A. Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibits A and A.1, and in accordance with Exhibit B-8."

6. Paragraph 87, CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING, is deleted in its entirety and replaced as follows:

"87. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING:

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors are prohibited from making a contribution of more than \$500 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract, including any amendments to this Contract. Failure to comply with the provisions of [Government Code](#)

[Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.”

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

“Contractor’s Service Delivery Sites(s): Contractor's facilities where services are to be provided hereunder are located at: \_\_\_\_\_ as described in Service Delivery Site Questionnaire, Table-1-Revised.2.”

8. Exhibit B-8, SCOPE OF WORK for HIV TESTING SERVICES, attached hereto and incorporated herein by reference, is added to the Contract.

9. Schedules X and X, BUDGET(S) HIV TESTING SERVICES, attached hereto and incorporated herein by reference, are added to Exhibit C.

10. Exhibit N .1, or N.3, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference, is added to the Contract.

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

12. Except for the changes set forth hereinabove, the Contract will not be changed in any 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

BL#08423



**EXHIBIT C**  
**SCHEDULE X**  
**HIV TESTING SERVICES – STOREFRONT OR SOCIAL AND SEXUAL**  
**NETWORKS**

	<u>Budget Period</u> January 1, 2026 through <u>May 31, 2026</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ <u>0</u>
<b>TOTAL PROGRAM BUDGET</b>	<b>\$ 0</b>

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

**EXHIBIT C**  
**SCHEDULE X**  
**HIV TESTING SERVICES – STOREFRONT or SOCIAL AND SEXUAL NETWORKS**  
**PAY FOR PERFORMANCE**

	<u>Budget Period</u> January 1, 2026 through <u>May 31, 2026</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ <u>0</u>
<b>TOTAL PROGRAM BUDGET</b>	<b>\$ 0</b>

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



SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED.X

Site # X of X

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

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

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

5 In which Supervisorial District is the service delivery site?

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

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

**AMENDMENT TO  
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
HIGH IMPACT HIV PREVENTION SERVICES AGREEMENT**

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**STANDARD EXHIBITS**

Exhibit B-X- Scope of Work  
Exhibit C - Schedule X, Budget  
Exhibit N.X- Notice of Federal Subaward Information

PH-\_\_\_\_\_

Amendment No. \_\_\_\_

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
HIGH IMPACT HIV PREVENTION SERVICES AGREEMENT**

THIS AMENDMENT is made and entered into on \_\_\_\_\_,  
by and between COUNTY OF LOS ANGELES  
(hereafter "County"),

and AGENCY NAME  
(hereafter "Contractor").

WHEREAS, reference is made to the document entitled "HIGH IMPACT HIV PREVENTION (HIHP) SERVICES AGREEMENT," dated October 1, 2009, and further identified as Agreement No. \_\_\_\_\_, and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, on December 2, 2025, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute amendments to the Agreement that extend the term and make other updates, as necessary; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term through May 31, 2026; and

WHEREAS, the County has been allocated funding from the federal Centers for Disease Control and Prevention (CDC), High-Impact HIV Prevention and Surveillance Programs for Health Department (HIHPS), Assistance Listing Number 93.94, of which, a portion has been allocated to the Agreement; and

WHEREAS, said Agreement 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 Agreement 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.
2. Paragraph 1, TERM, first paragraph, is deleted in its entirety and replaced as follows:

"1. TERM: The term of this Agreement will commence on October 1, 2009, and will continue in full force and effect through May 31, 2026, subject to the availability of federal, State, or County funding sources. In any event, the County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

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

"D. Federal award information for this Agreement is detailed in Exhibits X, X.X and X.X, Notice of Federal Subaward Information."

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, is amended to add Subparagraph \_ as follows:

"\_. During the period of January 1, 2026 through May 31, 2026, the maximum obligation of the County for all services provided hereunder will not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_), as set forth in Schedule \_\_\_\_."

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

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

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

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

7. Paragraph 71, Campaign Contribution Prohibition Following Final Decision in Contract Proceeding, is added as follows:

"71. 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 \$500 to a County officer for 12 months after the date of the final decision in the proceeding involving this Agreement, including any amendments to this contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Agreement as determined in the sole discretion of the County."

8. Exhibit A, STATEMENT OF WORK FOR HIGH IMPACT HIV PREVENTION SERVICES, Paragraph 3, SERVICE DELIVERY SITE(S), is deleted in its entirety and replaced as follows:

"3. SERVICE DELIVERY SITE(S): Contractor's facilities where services are to be provided hereunder are located at: \_\_\_\_\_ as described in Attachment II-Revised.X, Service Delivery Site Questionnaire.

For the purposes of the Agreement, Contractor will specify cross streets and locations for all HIHP activities in monthly reports to Division of HIV and STD Programs (DHSP). DHSP reserves the right to approve or deny all sites.

Contractor must request approval from DHSP in writing a minimum of 30 days before beginning or terminating services at such location(s)."

9.Exhibit \_\_, SCOPE OF WORK FOR HIGH IMPACT HIV PREVENTION SERVICES, attached hereto and incorporated by reference, is added to the Agreement.

10. Schedule \_\_, BUDGET FOR HIGH IMPACT HIV PREVENTION SERVICES, attached hereto and incorporated herein by reference, are added to Exhibit A.

11. Exhibit X.X, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference, is added to the Agreement.

12. Attachment II-Revised. X, SERVICE DELIVERY SITE QUESTIONNAIRE, TABLE 1, FOR HIGH IMPACT HIV PREVENTION SERVICES, attached hereto and incorporated herein by reference, is added to the Agreement.

13. Except for the changes set forth hereinabove, the Agreement 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

BL#08423

**SCHEDULE \_\_****AGENCY NAME****HIGH IMPACT HIV PREVENTION SERVICES**

	<u>Budget Period</u> January 1, 2026 through <u>May 31, 2026</u>
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Travel	\$ 0
Supplies	\$ 0
Equipment	\$ 0
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

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

**Attachment II-Revised.X****Agency name****SERVICE DELIVERY SITE QUESTIONNAIRE****SERVICE DELIVERY SITES****TABLE 1**Site#   X   of   X  

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. What percentage of your allocation is designated to this site?    %



Master Agreement Number: PH-0030XX

Work Order Number: PH-0030xx-Wx

Amendment Number X

COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH  
MASTER AGREEMENT WORK ORDER  
FOR  
BIOMEDICAL HIV PREVENTION SERVICES

AGENCY NAME

THIS AMENDMENT is made and entered on \_\_\_\_\_,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

AGENCY NAME  
(hereafter "Contractor").

WHEREAS, on February 1, 2016, the County and Contractor entered into Master Agreement Number PH-00XXXX to provide Biomedical HIV Prevention services for the Department of Public Health (Public Health); and

WHEREAS, reference is made to Master Agreement Number PH-0030xx and all amendments thereto (all referred to as "Master Agreement"), between the County and Contractor; and

WHEREAS, on Month xx, 2022, the County and Contractor entered into Master Agreement Work Order (MAWO) Number PH-xxxxxx-Wx with Contractor Name to provide Biomedical HIV Prevention Services; and

WHEREAS, on December 2, 2025, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute amendments to the MAWO to extend the term and make other changes, as necessary; and

WHEREAS, the County has been allocated funds from Non-Drug Medi-Cal funds through a transfer of funds through the Bureau of Substance Abuse Prevention and Control, of which, a portion has been allocated to the MAWO; and

WHEREAS, it is the intent of the parties hereto to amend MAWO Number PH-xxxxxx-Wx to extend the term through May 31, 2026, for the continued provision of Biomedical HIV Prevention services and to update certain terms and provisions, and add a new scope of work and budget schedules; and

WHEREAS, Paragraph 8.1 of the Master Agreement, Amendments, provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

MAWO PH-00XXX-WX-X

WHEREAS, Contractor warrants that it continues to possess the competence, expertise, and personnel necessary to provide services consistent with the requirements of this MAWO and consistent with the professional standard of care for these services.

NOW, THEREFORE, the parties agree as follows:

1. This amendment is effective upon execution.
2. Paragraph 3.0, TERM OF MASTER AGREEMENT WORK ORDER, is deleted in its entirety and replaced as follows:

**“3.0 TERM OF MASTER AGREEMENT WORK ORDER**  
The term of this MAWO will commence effective July 1, 2022 and continue in full force and effect through May 31, 2026”
3. Paragraph 4.0, CONTRACT BUDGET, is deleted in its entirety and replaced as follows:

**“4.0 MAWO BUDGET**  
Contractor will provide Biomedical HIV Prevention services at the specified rates in Attachment C.4 (C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-13, C-14, C15 and C-16), Budget. Contractor may not add or replace services or personnel without the prior written permission of the County Project Director or designee.”
4. Paragraph 6.0, FUNDING SOURCE, is deleted in its entirety and replaced as follows:

**“6.0 FUNDING SOURCE**  
Provision of services under this MAWO for Biomedical HIV Prevention Services is 100 percent funded by Non-Drug Medi-Cal funds (through the Bureau of Substance Abuse and Control), and net County Cost funds. ”
5. Paragraph 7.0, MAXIMUM TOTAL COST AND PAYMENT, Subparagraphs 7.1, 7.2, and 7.3 are deleted in their entirety and replaced as follows:
  6. "7.1 Effective July 1, 2022 through May 31, 2026, the Maximum Total Cost that the County will pay Contractor for all services provided under this MAWO for Biomedical HIV Prevention Services will not exceed \$XXXX as set forth in Attachment C.4 (C-1, C-2, C-3, C-4, , C-5, , C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-13, C-14, C-15 and C-16), Budgets, attached hereto and incorporated herein.
  - 7.2 The County agrees to compensate Contractor in accordance with payment structure set forth in Attachment C.4 (C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-13 C-14, C-15 and C-16), Budgets.

7.3 Contractor must satisfactorily perform and complete all required Services in accordance with Attachment A (A-1 and A-2) Statements of Work, and Attachment B (B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9 and B-10), Scopes of Work, notwithstanding the fact that total payment from the County will not exceed the Maximum Total Cost amount. Performance of services as used in this Paragraph includes time spent performing any of the service activities designated in the Attachment(s) including, but not limited to, any time spent on the preparation for such activities."

7. Attachments B-9 and B-10, Scopes of Work, attached hereto and incorporated herein by reference, are added to the MAWO.

8. Schedules C-15 and C-16, Budgets, attached hereto and incorporated herein by reference, are added to the MAWO.

9. Except for the changes set forth hereinabove, the MAWO 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 month, day 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 Management Division

BL#08423

## SCOPE OF WORK

### Biomedical HIV Prevention Navigation Services (BHPNS) Period: January 1, 2026 through May 31, 2026

(Contractor Name)

**Objective:** Provide BHPNS to X clients

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
1	Collect intake information at each medical visit.	<ul style="list-style-type: none"> <li>- Collect client demographic information including but not limited to: date of birth, gender, age, and gender of sexual partners.</li> <li>- Collect client eligibility information.</li> </ul>	Data elements will be included in report to Division of HIV and STD Program (DHSP) collected as part of reporting requirements.
2	Conduct a risk behavior screening at least every three months and at discontinuation.	<ul style="list-style-type: none"> <li>- Identify clients who are potential PrEP candidates.</li> <li>- Monitor risk behaviors of clients.</li> <li>- Identify ongoing risk indicators.</li> </ul>	<p>Documentation in the client's chart must clearly indicate that a risk reduction strategy was discussed with the client based on the risk assessment.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
3	Conduct brief risk reduction education/intervention at least every three months or more frequently if necessary.	<ul style="list-style-type: none"> <li>- Based on risk behavior screen results, conduct a brief intervention to raise client's awareness of their risk and motivate behavior change.*</li> </ul>	<p>Documentation in the client's chart must clearly indicate that a risk reduction strategy was discussed with the client based on the risk assessment.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
4	Provide HIV and STD prevention education and discuss risk reduction strategies at least every three months or more frequently if necessary.	<ul style="list-style-type: none"> <li>- Discuss HIV and STDs: <ul style="list-style-type: none"> <li>• Prevention</li> <li>• Transmission</li> <li>• Symptoms</li> <li>• Treatment</li> <li>• Testing</li> <li>• Importance of getting tested every three months or more if symptoms arise</li> </ul> </li> <li>- Discuss risk reduction options.</li> </ul>	<p>Documentation in the client's chart must clearly indicate that a risk reduction strategy was discussed with the client based on the risk assessment.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>

DHSP BIOMEDICAL HIV PREVENTION SERVICES

\*Indicates protocols, interventions, education materials, program forms, etc., that may require prior approval from DHSP before use. Material Requirements can be found at: <http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm>

**SCOPE OF WORK**

**Biomedical HIV Prevention Navigation Services (BHPNS)**  
**Period: January 1, 2026 through May 31, 2026**

(Contractor Name)

**Objective:** Provide BHPNS to X clients

<b>TASK</b>	<b>SERVICE ELEMENTS</b>	<b>IMPLEMENTATION ACTIVITIES</b>	<b>METHOD(S) OF EVALUATION AND DOCUMENTATION</b>
5	Provide PEP and PrEP education	<ul style="list-style-type: none"> <li>Provide basic PrEP education including the importance of medication adherence</li> <li>Provide basic PEP education including the importance of medication adherence</li> <li>Discuss the risks of STD acquisition in the context of PrEP</li> <li>Discuss other HIV prevention options including condom use education</li> <li>Provide DHSP approved fact sheet on side-effect management</li> </ul>	<p>Documentation in the client's chart must contain a signed and dated PrEP or PEP fact sheet.</p> <p>PEP and PrEP education topics discussed with client will be included in report to DHSP collected as part of reporting requirements.</p>
6	Conduct Case conferences.	<ul style="list-style-type: none"> <li>Discuss special client needs including but not limited to: <ul style="list-style-type: none"> <li>Adherence</li> <li>Referrals (e.g. Mental Health and Substance Use)</li> </ul> </li> </ul>	<p>Case conference topics discussed with clients will be included in report to DHSP collected as part of reporting requirements.</p> <p>Written documentation in the client's chart must indicate which topics were discussed and what steps were taken to meet the client's needs.</p>
7	Provide referral to Prevention services.	<ul style="list-style-type: none"> <li>Conduct referrals as needed based on the assessment conducted at program intake. Referrals include but are not limited to: mental health and substance abuse services, other prevention services, such as partner services, syringe exchange, and general social services</li> <li>Every effort should be made to ensure that the client was successfully linked to services*</li> </ul>	<p>Written documentation in the client's chart which details referrals were provided based on the client assessment (e.g., referral to medical, dental, benefits, etc.).</p> <p>Written documentation efforts made to ensure that client was successfully linked to referral. A successful linkage will be indicated by evidence client went to referral appointment. (e.g. linkage form returned by provider, documentation of call received by provider etc.)</p> <p>Linked referral information will be included in report to DHSP collected as part of reporting requirements.</p>

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**SCOPE OF WORK**

**Biomedical HIV Prevention Navigation Services (BHPNS)**  
**Period: January 1, 2026 through May 31, 2026**

(Contractor Name)

**Objective:** Provide BHPNS to X clients

<b>TASK</b>	<b>SERVICE ELEMENTS</b>	<b>IMPLEMENTATION ACTIVITIES</b>	<b>METHOD(S) OF EVALUATION AND DOCUMENTATION</b>
8	Assist in obtaining necessary documentation from clients to receive BHPNS.	<ul style="list-style-type: none"> <li>Necessary BHPNS intake documents include but not limited to the following: <ul style="list-style-type: none"> <li>Eligibility for programs</li> <li>Medical release of information</li> <li>Insurance</li> </ul> </li> </ul>	<p>BHPNS intake documents completed and received by client will be maintained on file and summary of forms reported to DHSP collected as part of reporting requirements.</p> <p>Written documentation in the client's chart must indicate what documentation was obtained by Contractor. Type of documentation (e.g. completed risk assessment to determine eligibility, medical insurance assessment, release of information, etc.), date documents received, staff name conducting intake/or verifying documentation.</p>
9	Conduct ongoing communication with client.	<ul style="list-style-type: none"> <li>Monthly contact with the client is a best practice. Communication will be consistent with the client's acuity. Client communication can be in many forms, for example: in person; phone; text; email; social media, etc. Communication with the client includes but not limited to the following: <ul style="list-style-type: none"> <li>appointment reminders</li> <li>missed appointment calls</li> <li>2-3 day appointment follow-up</li> <li>side-effect and adherence check in</li> <li>scheduling and re-scheduling appointments</li> <li>follow-up STD appointments</li> <li>reasons for discontinuation</li> </ul> </li> </ul>	<p>Documentation of client communication will be included in report to DHSP collected as part of reporting requirements and shall include date of communication, form of communication, date of appointment, type of appointment, follow up dates, reason for appointment, etc. will be included in report to DHSP collected as part of reporting requirements.</p>

DHSP BIOMEDICAL HIV PREVENTION SERVICES

\*Indicates protocols, interventions, education materials, program forms, etc., that may require prior approval from DHSP before use. Material Requirements can be found at: <http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm>

**SCOPE OF WORK**

**Biomedical HIV Prevention Navigation Services (BHPNS)**  
**Period: January 1, 2026 through May 31, 2026**

(Contractor Name)

**Objective:** Provide BHPNS to X clients

<b>TASK</b>	<b>SERVICE ELEMENTS</b>	<b>IMPLEMENTATION ACTIVITIES</b>	<b>METHOD(S) OF EVALUATION AND DOCUMENTATION</b>
10	Assist the client with medical care home relocation.	<ul style="list-style-type: none"> <li>- Activities include but are not limited to the following: <ul style="list-style-type: none"> <li>• Scheduling appointment</li> <li>• Confirming insurance eligibility</li> <li>• Program eligibility</li> <li>• Medical release of information</li> <li>• Insurance information</li> </ul> </li> </ul>	<p>Documentation in the client's chart that indicates if the client was referred to another medical provider. Completion of referral information in charts should indicate date of referral, type of referral, and follow-up information. Summary of assistance given to client should be included in monthly reports to DHSP as part of the reporting requirements.</p> <p>Documentation must also include a notation that a transition plan was developed and provided to the client. If appropriate, a signed medical release should be placed in the client's record. Documentation should clearly demonstrate that the coordinator assisted the client in making the appointment and that appropriate documentation was provided to the client and/or the client's new provider as appropriate.</p>
11	Conduct Chart Review prior to and/or after medical appointment or other services.	<ul style="list-style-type: none"> <li>- Chart Review must be done to identify client needs including but not limited to the following issues: <ul style="list-style-type: none"> <li>• Adherence</li> <li>• Substance use</li> <li>• Mental health</li> <li>• HIV and STD test results</li> <li>• Social service needs</li> </ul> </li> </ul>	<p>Client needs documented during chart review will be maintained in client charts and summary of client needs will be included in report to DHSP collected as part of reporting requirements.</p>
12	Conduct follow-up with clients on medical care or psychosocial appointments.	<ul style="list-style-type: none"> <li>- Conduct follow-ups to include but not limited to the following: <ul style="list-style-type: none"> <li>• Adherence assistance</li> <li>• Referral to services (mental health, substance use, HIV/STD care)</li> </ul> </li> </ul>	<p>Follow-up activities conducted shall be maintained in client chart and summary of type of follow-up activities will be included in report to DHSP collected as part of reporting requirements.</p>

DHSP BIOMEDICAL HIV PREVENTION SERVICES

\*Indicates protocols, interventions, education materials, program forms, etc., that may require prior approval from DHSP before use. Material Requirements can be found at: <http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm>



**SCOPE OF WORK**

**Biomedical HIV Prevention Navigation Services (BHPNS)**  
**Period: January 1, 2026 through May 31, 2026**

(Contractor Name)

**Objective:** Provide BHPNS to X clients

<b>TASK</b>	<b>SERVICE ELEMENTS</b>	<b>IMPLEMENTATION ACTIVITIES</b>	<b>METHOD(S) OF EVALUATION AND DOCUMENTATION</b>
13	Provide medication adherence assistance.	<ul style="list-style-type: none"> <li>- Medication adherence assistance includes but is not limited to the following: <ul style="list-style-type: none"> <li>• Discuss importance of medication adherence</li> <li>• Provide strategies for medication reminders</li> <li>• Supply tools to support medication adherence</li> <li>• Follow-up check-in with clients to support adherence</li> </ul> </li> </ul>	Document medication adherence discussed with client in client charts and summary of information discussed will be included in report to DHSP collected as part of reporting requirements.
14	Provide medication management strategies.	<ul style="list-style-type: none"> <li>- Medication management consists of ensuring that the client fills and gets refills for medication <ul style="list-style-type: none"> <li>• Pharmacy check (in-house pharmacy)</li> <li>• Follow-up call with clients to confirm prescription was filled</li> </ul> </li> </ul>	Document medication management strategies discussed with client in client charts and summary of information discussed will be included in report to DHSP collected as part of reporting requirements.
15	Provide linkage to primary care and other referrals as needed based on client need.	<ul style="list-style-type: none"> <li>- Assess and refer as needed to appropriate PEP provider covered by client's insurance</li> <li>- Create individual transition plan with client, which includes identifying their primary care provider (PCP) or helping them identify a new one in their plan</li> <li>- Obtain medical release of information</li> <li>- Assist client, as needed, with scheduling appointment and transfer of appropriate medical information to client or provider</li> <li>- Send referral packet to PCP</li> </ul>	<p>Documentation in the client's chart that clearly indicates if the client was referred to another medical provider.</p> <p>Documentation must include a notation that a transition plan was developed and provided to the client. If appropriate, a signed medical release should be placed in the client's record.</p> <p>Documentation should clearly demonstrate that the coordinator assisted the client in making the appointment and that appropriate documentation was provided to the client and/or the client's new provider as appropriate.</p> <p>Data elements will be included in report to DHSP collected as part of the reporting requirements.</p>

DHSP BIOMEDICAL HIV PREVENTION SERVICES

\*Indicates protocols, interventions, education materials, program forms, etc., that may require prior approval from DHSP before use. Material Requirements can be found at: <http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm>

## SCOPE OF WORK

### Biomedical HIV Prevention Navigation Services (BHPNS) Period: January 1, 2026 through May 31, 2026

(Contractor Name)

Objective: Provide BHPNS to X clients

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
16	Document client discontinuation of BHPNS.	<ul style="list-style-type: none"> <li>- Clients no longer in medical care must be discontinued from PrEP.</li> <li>- At the time of discontinuation: <ul style="list-style-type: none"> <li>• If client discontinues PrEP visits, make and document at least 3 attempts to follow up</li> <li>• If client is reached document reason for discontinuation</li> <li>• Conduct behavioral risk assessment at discontinuation</li> <li>• Discuss risk reduction strategies, if ongoing risk is identified</li> </ul> </li> </ul>	Document follow up activities with clients in client charts and summary of follow-up activities will be included in report to DHSP collected as part of reporting requirements.

DHSP BIOMEDICAL HIV PREVENTION SERVICES

\*Indicates protocols, interventions, education materials, program forms, etc., that may require prior approval from DHSP before use. Material Requirements can be found at: <http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm>

**SCOPE OF WORK**  
**Post-exposure Prophylaxis (PEP) Services**  
**Period: January 1, 2026 through May 31, 2026**  
**(Contractor Name)**

**Objective:** Provide PEP services to X clients **(why annually if this is only a five-month SOW?)**

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
1	Conduct a risk behavior screening and provide a brief intervention.	<ul style="list-style-type: none"> <li>- Identify patients with high-risk exposure in past 72 hours for expedited evaluation</li> <li>- Engage other clinical staff to expedite visit and ensure receipt of medication as soon as possible; conduct a brief intervention to raise client's awareness of their risk and motivate behavior change*</li> </ul>	<p>Documentation in the client's chart must clearly indicate that a risk behavior screening and a brief intervention were conducted.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
2	Conduct a program intake and assessment with clients who are PEP candidates.	<ul style="list-style-type: none"> <li>- Introduce program and perform insurance screening*</li> <li>- If client is uninsured, refer for Benefits Navigation</li> <li>- If client is insured but not a match to clinics' covered plans or other referral needs, refer to service element Referral and Linkage to Primary Care</li> </ul>	<p>Documentation in the client's chart must clearly indicate a program intake and assessment was conducted.</p> <p>Documentation should include all referrals that were provided. If client is not a match for the clinic's covered insurance plans, a note should be made indicating the disposition of the client.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
3	Provide HIV prevention education.	<ul style="list-style-type: none"> <li>• Provide basic PEP education including the pros and cons of PEP*</li> <li>• If indicated provide basic PrEP education including the pros and cons of PrEP*</li> <li>• Discuss other HIV prevention options (e.g. condoms, HIV screening, etc.)*</li> </ul>	<p>Documentation in the client's chart must clearly indicate that PEP and PrEP education was provided to the client and clearly document what other HIV prevention options were discussed.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
4	Provide referral to services.	<ul style="list-style-type: none"> <li>- Conduct referrals as needed based on the assessment conducted at program intake</li> </ul>	<p>Documentation in the client's chart must clearly indicate which service referrals were provided based on the client assessment.</p>

**SCOPE OF WORK**  
**Post-exposure Prophylaxis (PEP) Services**  
**Period: January 1, 2026 through May 31, 2026**  
**(Contractor Name)**

**Objective:** Provide PEP services to X clients **(why annually if this is only a five-month SOW?)**

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
		<ul style="list-style-type: none"> <li>- Referrals include but are not limited to: mental health and substance abuse services, other prevention services such as partner services and syringe exchange and, general social services.</li> <li>- Every effort should be made to ensure that the client was successfully linked to services*</li> </ul>	<p>Documentation must clearly indicate efforts made to ensure that the client was successfully linked to those services. A successful linkage will be indicated by evidence that client went to referral appointment.</p> <p>Summary of referrals given to client will be included in report to DHSP collected as part of reporting requirements.</p>
5	Provide benefits navigation and enrollment into PEP services.	<ul style="list-style-type: none"> <li>- Provide education about the benefits that client may be eligible for and/or explain how best to use the benefits a client already has*</li> <li>- Ensure that uninsured or under insured clients who express interest in services get appropriate health insurance coverage</li> <li>- If necessary, enroll client in Medi-Cal or Affordable Care Act (ACA) insurance through Covered California</li> <li>- For clients with ACA coverage that does not cover PrEP appropriately, discuss future changes to coverage</li> <li>- If necessary, enroll client in manufacturer's copay assistance program (MAP).</li> </ul>	<p>Documentation in the client's chart must clearly indicate that the client met with a benefits specialist, the nature of the information shared, and any actions taken, such as submitting an application. Notes should include the final disposition of the clients received benefits.</p> <p>Summary of benefit navigation and enrollment to clients will be included in report to DHSP collected as part of reporting requirements.</p>
6	Conduct initial clinical assessment during medical visit.	<ul style="list-style-type: none"> <li>- Clinical assessment and Physical Exam</li> <li>- HIV/STD/Hepatitis, Serum</li> </ul>	<p>Documentation in the client's chart must clearly indicate a medical visit was conducted. Key elements of the medical visit must be clearly documented in the client's chart.</p>

**SCOPE OF WORK**  
**Post-exposure Prophylaxis (PEP) Services**  
**Period: January 1, 2026 through May 31, 2026**  
**(Contractor Name)**

**Objective:** Provide PEP services to X clients **(why annually if this is only a five-month SOW?)**

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
		<p>Creatinine, pregnancy (if applicable)</p> <ul style="list-style-type: none"> <li>- PEP education regarding risks and benefits, signs of acute HIV, adherence</li> <li>- Assess potential need for PEP</li> <li>- Risk screening, substance use and mental health needs assessment</li> <li>- Provide referrals if necessary</li> <li>- Provide a PEP starter pack if medication cannot be obtained in a timely manner using insurance or MAP</li> <li>- Assess potential need for PrEP in the future</li> </ul>	Summary of clinical assessment of clients need during medical visit will be included in report to DHSP collected as part of reporting requirements.
7	Conduct initial non-medical visit for PEP services.	<ul style="list-style-type: none"> <li>- PEP education regarding adherence, missed dose protocols, side effects, symptoms of seroconversion*</li> <li>- Schedule follow-up phone calls, appointment reminders</li> <li>- Referral to services based on needs assessment such as substance use treatment and mental health services.</li> <li>- Provide PrEP education*</li> <li>- Follow-up phone calls, appointment reminders</li> </ul>	<p>Documentation in the client's chart must clearly indicate a non-medical visit was conducted. Client's chart must clearly indicate what elements were discussed with the client and any phone calls that were made to reach the client. Any referral linkage to services must also be clearly detailed in the client's chart.</p> <p>Summary of information conducted during non-medical visit will be included in report to DHSP collected as part of reporting requirements.</p>
8	Provide STD treatment services.	<ul style="list-style-type: none"> <li>- Include brief visits for STD treatment (after positive screening) if needed between follow-up appointments</li> </ul>	Documentation in the client's chart must clearly indicate a medical visit was conducted. Key elements of the medical visit must be clearly documented in the client's chart.

**SCOPE OF WORK**  
**Post-exposure Prophylaxis (PEP) Services**  
**Period: January 1, 2026 through May 31, 2026**  
**(Contractor Name)**

**Objective:** Provide PEP services to X clients **(why annually if this is only a five-month SOW?)**

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
9	Conduct vaccination administration services.	<ul style="list-style-type: none"> <li>- Hepatitis A/B, HPV, and Meningococcal (as indicated)</li> </ul>	<p>Summary of clients receiving STD treatment services will be included in report to DHSP collected as part of reporting requirements.</p> <p>Documentation in the client's chart must clearly indicate a medical visit was conducted. Key elements of the medical visit must be clearly documented in the client's chart.</p> <p>Summary of clients receiving vaccination services will be included in report to DHSP collected as part of reporting requirements.</p>
10	Conduct follow-up medical visits (30 day).	<ul style="list-style-type: none"> <li>- Conduct laboratory testing: HIV/STD/Creatinine/Urine Pregnancy test</li> <li>- STD treatment, if necessary</li> <li>- Discuss desire and need to start PrEP, if appropriate</li> <li>- Risk screening, substance use and mental health needs assessment</li> </ul>	<p>Documentation in the client's chart must clearly indicate a medical visit was conducted. Key element of the medical visit must be clearly documented in the client's chart.</p> <p>Summary of follow-up medical visits with clients will be included in report to DHSP collected as part of reporting requirements.</p>
11	Conduct 90 day follow-up visits	<ul style="list-style-type: none"> <li>- Conduct HIV and STD screening and assess for possible interest in PrEP</li> </ul>	<p>Documentation in the client's chart must clearly indicate a follow-up medical visit was conducted. Key elements of the medical visit must be clearly documented in the client's chart.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
12	Conduct 90 day program reassessment	<ul style="list-style-type: none"> <li>- Each client will be reassessed at 90 days to determine ongoing need for PrEP and insurance screening</li> <li>- If uninsured, underinsured or not eligible for services at providers clinic, refer to benefits navigation</li> </ul>	<p>Documentation in the client's chart must clearly indicate that a 90-day program assessment was conducted. The notes should clearly indicate any ongoing need for PrEP and how the decision was made. Any benefits navigation should be clearly documented and should include the final disposition of benefits, if necessary.</p> <p>Summary of follow-up activities will be included in report to DHSP collected as part of reporting requirements.</p>
13	Conduct referral and linkage to primary care.	<ul style="list-style-type: none"> <li>- Assess needs and refer, as needed, to a PrEP provider covered by insurance</li> </ul>	<p>Documentation in the client's chart that clearly indicates if the client was referred to another medical provider.</p>

**SCOPE OF WORK**  
**Post-exposure Prophylaxis (PEP) Services**  
**Period: January 1, 2026 through May 31, 2026**  
**(Contractor Name)**

**Objective:** Provide PEP services to X clients (**why annually if this is only a five-month SOW?**)

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
		<ul style="list-style-type: none"> <li>- Create individualized transition plan with client, which includes identifying their primary care provider (PCP) or helping them identify a new one in their plan</li> <li>- Obtain medical release of information</li> <li>- Assist patient, as needed, with scheduling appointment</li> <li>- Send referral packet to PCP</li> <li>- Link client to primary care</li> </ul>	<p>Documentation must include a notation that a transition plan was developed and provided to the client. If appropriate, a signed medical release should be placed in the client's record.</p> <p>Documentation should clearly demonstrate that the coordinator assisted the client in making the appointment and that appropriate documentation was provided to the client and/or the client's new provider if appropriate.</p>
14	Successful linkage to primary care.		<p>Documentation must clearly demonstrate that client was successfully linked to primary care. Successful linkage is defined as the client making at least one visit with primary care provider.</p> <p>Summary of linkage to primary care referrals will be included in report to DHSP collected as part of reporting requirements.</p>

**BIOMEDICAL HIV PREVENTION SERVICES**

**ATTACHMENT C**

**BUDGET (SCHEDULES)**

**Schedules 1-16**

**July 1, 2022 through December 31, 2022**

Schedule C-1:	BHPNS Cost Reimbursement
Schedule C-2:	BHPNS Pay-for-Performance
Schedule C-3:	PEP Cost Reimbursement

**January 1, 2023 through December 31, 2023**

Schedule C-4:	BHPNS Cost Reimbursement
Schedule C-5:	BHPNS Pay-for-Performance
Schedule C-6:	PEP Cost Reimbursement

**January 1, 2024 through December 31, 2024**

Schedule C-7	BHPNS Cost Reimbursement
Schedule C-8	BHPNS Pay-for-Performance
Schedule C-9	PEP Cost Reimbursement

**January 1, 2025 through June 30, 2025**

Schedule C-10	BHPNS Cost Reimbursement
Schedule C-11	BHPNS Pay-for-Performance
Schedule C-12	PEP Cost Reimbursement

**July 1, 2025 through December 31, 2025**

Schedule C-13	BHPNS Cost Reimbursement
Schedule C-14	PEP Cost Reimbursement

**January 1, 2026 through May 31, 2026**

<b>Schedule C-15</b>	<b>BHPNS Cost Reimbursement</b>
<b>Schedule C-16</b>	<b>PEP Cost Reimbursement</b>



**SCHEDULE C-15**

**AGENCY NAME**

**BIOMEDICAL HIV PREVENTION SERVICES**

**BHPNS  
(NDMC Realignment)**

	<u>Budget Period</u> January 1, 2026 through <u>May 31, 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 the MAWO, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds may only be utilized for eligible program expenses. Invoices and cost reports must be submitted, and will be reimbursed, in accordance with approved line-item detailed budgets.

**SCHEDULE C-16**

**AGENCY NAME**

**BIOMEDICAL HIV PREVENTION SERVICES  
(PEP)**

**(NDMC Realignment)**

	<u>Budget Period</u> January 1, 2026 through <u>May 31, 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 the MAWO, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds may only be utilized for eligible program expenses. Invoices and cost reports must be submitted, and will be reimbursed, in accordance with approved line-item detailed budgets.

Master Agreement Number PH-00XXXX

Amendment No. X

**MASTER AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH  
AND  
XXXXX  
FOR  
BIOMEDICAL HIV PREVENTION SERVICES**

THIS AMENDMENT is made and entered into on \_\_\_\_\_,

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

and XXXXX  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "MASTER AGREEMENT BETWEEN COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH AND XXXXX, FOR BIOMEDICAL HIV PREVENTION SERVICES", dated MA Date and further identified as Master Agreement Number PH-00XXXX (hereafter "Master Agreement"); and

WHEREAS, on December 2, 2025, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute amendments to the Master Agreement that extend the term and make other updates, as necessary; and

WHEREAS, it is the intent of the parties hereto to amend the Master Agreement to extend the term through May 31, 2026; and

WHEREAS, said Master Agreement 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 Master Agreement and any resultant Master Agreement Work Orders (MAWO) issued thereunder 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 on execution.

2. Paragraph 4.0, TERM OF MASTER AGREEMENT, Subparagraph 4.1, is deleted in its entirety and replaced as follows:

“4.1 This Master Agreement is effective upon execution through May 31, 2026, unless sooner extended or terminated, in whole or in part, as provided herein. The County has the sole option to extend this Master Agreement through December 31, 2026. Such option will be exercised at the sole discretion of the Director through notification from the Director to Contractor prior to the end of the Master Agreement term.”

3. Paragraph 7.6, CONFIDENTIALITY, Subparagraph 7.6.1, is deleted in its entirety and replaced as follows:

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

4. Paragraph 8.6, COMPLIANCE WITH CIVIL RIGHTS LAWS, is deleted in its entirety and replaced as follows:

“8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS:

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC 2000 (e) (1)-(17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any resultant MAWO, project, program, or activity supported by this Master Agreement.

Additionally, Contractor certifies to the County:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.”
5. Paragraph 8.11, CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS, is deleted in its entirety and replaced as follows:

“8.11 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, 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](mailto:gainstart@dpss.lacounty.gov) and [bservices@opportunity.lacounty.gov](mailto:bservices@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/START job candidates.

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

6. Paragraph 8.12, CONSTRUCTION, is deleted in its entirety.
7. Paragraph 8.17, COUNTY’S QUALITY ASSURANCE PLAN, is deleted in its entirety and replaced as follows:

“8.17 COUNTY’S QUALITY ASSURANCE PLAN:

The County or its agent(s) will monitor Contractor’s performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing Contractor’s compliance with all Master Agreement terms and performance standards. Contractor deficiencies which County determines are significant, or continuing, and that may place performance

of the Master Agreement in jeopardy if not corrected, will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement and any MAWO issued under this Master Agreement, or impose other penalties as specified in this Master Agreement.”

8. Paragraph 8.23, CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER, is deleted in its entirety and replaced as follows:

“8.23 FORCE MAJEURE:

8.23.1 Neither party will be liable for such party’s failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, 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”).

8.23.2 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.

8.23.3 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 8.33, NONDISCRIMINATION AND AFFIRMATIVE ACTION, is deleted in its entirety and replaced as follows:

“8.33 NONDISCRIMINATION AND AFFIRMATIVE ACTION:

8.33.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

8.33.2 Contractor certifies to the County each of the following:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.33.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action includes, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.33.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.33.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.33.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Nondiscrimination and Affirmative Action Paragraph when so requested by the County.

8.33.7 If the County finds that any provisions of this Nondiscrimination and Affirmative Action Paragraph have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement and any MAWO issued under this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.33.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

10. Paragraph 8.42, PUBLIC RECORDS ACT, is deleted in its entirety and replaced as follows:

"8.42 PUBLIC RECORDS ACT:



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

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

11. Paragraph 8.51, SOLICITATION OF BIDS OR PROPOSALS, is deleted in its entirety and replaced as follows:

**"8.51 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S):**

Proposers, contractors, or a subsidiary or subcontractor ("Proposer/Contractor") are prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. Violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision survives the expiration or other termination of this Master Agreement."

12. Paragraph 8.56, TERMINATION FOR DEFAULT, is deleted in its entirety and replaced as follows:

“8.51 TERMINATION FOR DEFAULT:

8.51.1 The County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement and any MAWO issued under this Master Agreement, if, in the judgement of County's Project Director:

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

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

8.51.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in the Paragraph above if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its

sovereign or contractual capacity; acts of federal or State governments in their sovereign capacities; or fires, floods, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and any subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

8.51.5 The rights and remedies of the County provided in this Paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement."

13. Paragraph 8.73, INJURY AND ILLNESS PREVENTION PROGRAM, is added to read as follows:

**"8.73 INJURY AND ILLNESS PREVENTION PROGRAM:**

Contractor is required to comply with the State of California's Division of Occupational Safety and Health (Cal OSHA) regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program."

## EXHIBIT IV

14. Except for the changes set forth hereinabove, the Master Agreement is not changed in any other respect by this amendment.

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EXHIBIT IV

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
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

#08423