



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICER
Fesia A. Davenport

HEALTH AND MENTAL HEALTH CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, January 25, 2023

TIME: 11:30 A.M.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.

TO PARTICIPATE IN THE MEETING, PLEASE CALL AS FOLLOWS:

DIAL-IN NUMBER: 1 (323) 776-6996

CONFERENCE ID: 322130288#

[MS Teams link](#) (Ctrl+Click to Follow Link)

AGENDA

Members of the Public may address the Health and Mental Health Services Meeting on any agenda item. Two (2) minutes are allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

- I. Call to order
- II. **Information Item(s) (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):**
 - a. **DPH:** Approval to Execute an Amendment to Memorandum of Understanding PH-004865 with Dignity Community Care DBA California Hospital Medical Center, FBO LA Best Babies Network for the Los Angeles County Home Visiting Integration Project (#06715)
 - b. **DPH:** Approval to Amend a Sole Source Data Management Services Contract with Automated Case Management Systems, Inc. to Extend the Term Effective March 1, 2023, through February 29, 2024 (#06691)
- III. **Presentation Item(s):**
 - a. **DPH:** Approval to Amend Domestic Violence Shelter-Based Program Services Sole Source Contracts to Increase Funding and Extend the Contract Term (#06699)

- b. DPH:** Approval to Amend 23 Sole Source HIV Care Services Contracts to Extend for Various Terms Effective March 1, 2023, through February 29, 2024 (#06742)

- IV. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting
- V. Items not on the posted agenda for matters requiring immediate action because of an emergency situation, or where the need to take immediate action came to the attention of the Department subsequent to the posting of the agenda
- VI. Public Comment
- VII. Adjournment

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/25/2023	
BOARD MEETING DATE	2/7/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Public Health	
SUBJECT	Approve to Amend 23 Sole Source HIV Care Services Contracts to extend for various terms effective March 1, 2023 through February 29, 2024	
PROGRAM	Division of HIV and STD Programs	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DEADLINES/ TIME CONSTRAINTS	March 1, 2023 and April 1, 2023	
COST & FUNDING	Total cost: \$11,995,991	Funding source: Health Resources and Services Administration, Ryan White Programs Funds(RWP) Part A, Minority AIDS Initiative, RWP Part B, Non-Drug Medi-Cal Realignment Funds and MPX- 005 funds
	TERMS (if applicable): Various terms effective March 1, 2023 through February 29, 2024	
	Explanation:	
PURPOSE OF REQUEST	Public Health is requesting approval to extend 23 HIV Care Services contracts for various terms effective March 1, 2023 and April 1, 2023, for the continuation of HIV Care services (i.e. benefit specialty services, medical subspecialty services, transitional case management services, substance use transitional housing and residential services), to Ryan White Program eligible clients living in Los Angeles County.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Since the original award and execution of the 23 referenced contracts, the contracts have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to scopes of work. To prevent a gap in services, Public Health is requesting to extend these services to assess programming alignment with Commission on HIV priorities, and service utilization patterns to inform next steps. The various HIV care services: benefit specialty, medical subspecialty, transitional case management, and residential services are necessary client-centered supportive services for individuals living with HIV, to support the adherence to HIV primary medical care.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: (2) Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: 2. Alliance for Health Integration; services integrate services across health services and public health to assist client's access to care and address mental health	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Joshua Bobrowsky, Director Government Affairs, Public Health (213) 288-7871, jbobrowsky@ph.lacounty.gov Margaret Ambrose, Senior Deputy County Counsel, (213) 974-0941 Mambrose@counsel.lacounty.gov	



DRAFT



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

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

MEGAN McCLAIRE, M.S.P.H.
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BOARD OF SUPERVISORS

Hilda L. Solis
First District

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Fifth District

February 7, 2023

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

Dear Supervisors:

**APPROVAL TO AMEND 23 SOLE SOURCE HIV CARE SERVICES CONTRACTS
TO EXTEND FOR VARIOUS TERMS EFFECTIVE MARCH 1, 2023, THROUGH
FEBRUARY 29, 2024
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute contract amendments to 23 HIV care services contracts to extend for various terms effective March 1, 2023, through February 29, 2024.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of the Department of Public Health (Public Health), or designee, to execute contract amendments to 23 HIV care services contracts; 100 percent offset by Health Resources and Services Administration (HRSA) Ryan White Program (RWP) Part A and Minority AIDS Initiative (MAI) funds, Assistance Listing Number 93.914, California Department of Public Health, (CDPH) RWP Part B funds, CDPH Monkeypox Response Award (MPX-005) funds, and Non-Drug Medi-Cal Realignment funds, for a total maximum obligation of \$11,995,991, with the providers identified in Attachment A, to extend the terms of the following contracts as indicated:
 - a. Effective March 1, 2023, through February 29, 2024, four residential services (RS) contracts;
 - b. Effective March 1, 2023, through February 29, 2024, three benefit specialty services (BSS) contracts;

- c. Effective March 1, 2023, through February 29, 2024, one medical subspecialty services (MSS) contract and one substance use disorder, transitional housing (SUDTH) contract;
 - d. Effective April 1, 2023, through February 29, 2024, nine BSS contracts; and
 - e. Effective April 1, 2023, through September 30, 2023, five transitional case management (TCM) justice involved services contracts.
- 2. Delegate authority to the Director of Public Health, or designee, to execute amendments to 23 HIV care service contracts to extend the term, at the same amount as referenced in Recommendation 1, through February 28, 2025, for RS, BSS, MSS, and SUTH services, and March 31, 2024, for TCM services; allow a six-month no-cost adjustment for each of the above-referenced terms; and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, 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 above-referenced 23 contracts that authorize modifications to or within budget categories within each budget, and make corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contracts' terms and conditions.
 - 4. Delegate authority to the Director of Public Health, or designee, to immediately suspend any contract upon issuing a written notice to contractors who fail to perform and/or fully comply with program requirements; to terminate contracts for convenience by providing a 30-calendar day advance written notice to contractors; and to accept voluntary contract termination notices from contractors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow Public Health to execute amendments to extend 23 HIV care services contracts for the provision of RS, BSS, MSS, SUTH, and TCM services 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 23 contracts that extend and/or adjust the term of the contracts; increase or decrease funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make

corresponding service adjustments, as necessary. This recommended action will enable Public Health to amend contracts to adjust the term at no cost for a period of up to six months beyond the expiration date for each of the various terms. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant funds.

Approval of Recommendation 3 will allow Public Health to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or make changes to the contracts' terms and conditions.

Approval of Recommendation 4 will allow Public Health to immediately suspend contracts with contractors who fail to perform and/or fully comply with program requirements, to terminate contracts for convenience by providing 30-calendar days' advance written termination notice to contractors, and to accept voluntary requests to terminate their contract(s).

Implementation of Strategic Plan Goals

The recommended actions support Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total County maximum obligation for the amendments as detailed in Attachment A is \$11,995,991 for various terms effective March 1, 2023, through February 29, 2024; 100 percent offset by HRSA RWP Part A, RWP Part B through the CDPH Agreement Number 18-10873, HRSA RWP MAI, CDPH MPX-005 and Non-Drug Medi-Cal Realignment funds through Public Health's Substance Abuse Prevention and Control Program.

Funding for these contracts is included in Public Health's fiscal year (FY) 2022-23 Adopted Budget and will be requested in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

As required by Board Policy 5.100, revised by your Board on March 31, 2020, your Board was notified on December 23, 2022, of Public Health's intent to extend the term of 23 HIV Care Services contracts.

Attachment A provides information about the care services contracted providers and the 23 recommended amendments. Attachment B is the Sole Source Checklist signed by the CEO.

CONTRACTING PROCESS

Since the original award and execution of the 23 referenced contracts, the contracts have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to the statements of work.

Benefit Specialty Services: On February 4, 2020, your Board authorized contract amendments to extend the term of 13 BSS contracts, which included three contracts effective March 1, 2020, through February 28, 2021, and 10 contracts effective April 1, 2020, through March 31, 2021, and delegated authority to extend those contracts through February 28, 2022, and March 31, 2022, respectively. On February 26, 2021, Public Health notified your Board that it was exercising that delegated authority to extend nine of the 10 BSS contracts, as BSS Contract Number PH-002674, with Charles R. Drew University of Medicine and Science was relinquished by the agency on March 31, 2020.

On January 3, 2023, Public Health executed an amendment under the delegated authority of the CEO of September 21, 2021, to Contract Number PH-003056 with JWCH Institute, Inc. to increase funding by 10 percent, in the amount of \$9,202, increasing the annual maximum obligation from \$92,024 to \$101,226, for the term effective April 1, 2022, through March 31, 2023, to support increases in personnel salaries to ensure alignment with current job market rates and retain staff to ensure increase in performance and develop and maintain sustainable outcomes.

Public Health is requesting approval to extend these contracts for one year to assess programming alignment with Commission on HIV priorities, and service utilization patterns to inform next steps. In addition, Public Health is requesting delegated authority to extend contracts for an additional year, if needed, for the development and completion of a solicitation, based on the prior program assessment.

Medical Subspecialty Services: On February 4, 2020, your Board authorized an amendment to Contract Number PH-002226, with AIDS Healthcare Foundation for MSS, to extend the term of the contract effective March 1, 2020, through February 28, 2021, and delegated authority to extend through February 28, 2022. On February 26, 2021, Public Health notified your Board that it was exercising that delegated authority.

Substance Use Disorder, Transitional Housing Services: On February 4, 2020, your Board authorized an amendment to Contract Number H-701004, with Tarzana Treatment Centers, Inc. SUDTH services, to extend the term of the contract effective March 1, 2020, through February 28, 2021, and delegated authority to extend through February 28, 2022. On February 26, 2021, Public Health notified your Board that it was exercising that delegated authority.

Transitional Case Management – Justice Involved Services: On February 4, 2020, your Board authorized contract amendments to extend the term of five TCM contracts effective April 1, 2020, through March 31, 2021, and delegated authority to extend those contracts through March 31, 2022. On February 26, 2021, Public Health notified your Board that it was exercising that delegated authority.

On September 21, 2021, your Board authorized delegated authority to Public Health to amend contracts slated to expire by March 31, 2022, to: (i) extend their term on a month-to-month basis, in any increments, until the end of the month of the six-month anniversary following the date on which the Proclamation of a Local and Public Health Emergency due to the Coronavirus Disease 2019 (COVID-19) (Health Emergency Proclamation) is lifted by the Board of Supervisors (Board) if any, accordingly for the extension periods, provided that sufficient appropriation is available within the respective Department's existing budget, all subject to prior review and approval by the CEO and County Counsel. On March 1, 2022, Public Health exercised the delegated authority referenced above to extend 19 Public Health contracts consisting of: 12 BSS contracts for the term effective March 1, 2022, or April 1, 2022, through February 28, 2023, or March 31, 2023; 1 MSS and 1 SUDTH contract for the term effective March 1, 2022, through February 28, 2023, and 5 TCM contracts for the term effective April 1, 2022, through March 31, 2023.

On December 29, 2022, Public Health notified your board that it was exercising delegated authority to increase funding in the amount of \$800,000 to TCM Contract PH-000598, with Public Health Foundation, Inc. d.b.a. as Heluna Health (Heluna), increasing the annual maximum obligation from \$99,788 to \$899,788 for the term effective April 1, 2022 through March 31, 2023. This increase in funds was in response to additional funding from the California Department of Public Health and to the July 26, 2022, Board motion to amend contracts, including sole sources as needed to respond to, provide supplies for, and in mitigation activities for the ongoing Monkeypox (mpox) outbreak. Heluna was identified as the fiscal agent for the oversight and coordination of various mpox community outreach and education activities with 25 community-based organizations in Los Angeles County, to increase awareness and mpox vaccine access for people living with HIV, who remain one of the most highly impacted populations. As a result, Heluna's TCM contract was identified to increase with additional funding for mpox activities. Under this action, TCM services will be extended and will also include funding for mpox outreach and coordination activities to continue through the grant, which will not exceed the term of the contract.

Public Health is requesting a six-month extension for TCM services, as in the near term, these services will be delivered by County personnel through Correctional Health Services and the Office of Diversion and Reentry. These County programs currently have reentry programs in place at the jails and are serving many RWP eligible clients. Upon expiration of these contracts, TCM clients will continue receiving linkage to care services.

Residential Services: On February 5, 2019, your Board authorized, contract amendments to extend the term of four RS contracts, effective March 1, 2019, through February 28, 2020, and delegated authority to extend those contracts through February 28, 2021.

On January 5, 2021, your Board authorized delegated authority to Public Health to amend contracts slated to expire by March 31, 2021 to: (i) extend their term on a month-to-month basis, in any increments, until the end of the month of the six-month anniversary following the date on which the Proclamation of a Local and Public Health Emergency due to the Coronavirus Disease 2019 (COVID-19) (Health Emergency Proclamation) is lifted by the Board of Supervisors (Board) if any, accordingly for the extension periods, provided that sufficient appropriation is available within the respective Department's existing budget, all subject to prior review and approval by the CEO and County Counsel. On March 1, 2021, Public Health exercised the delegated authority referenced above to extend the four RS contracts for the term effective March 1, 2021, through February 28, 2022. Under the authority referenced-above, Public Health extended the four RS contracts for an additional 12 months, effective March 1, 2022, through February 28, 2023.

In January 2023, Public Health will amend two RS contracts with Project New Hope to increase funding for the term effective April 1, 2022 through March 31, 2023, to support the increase in occupancy rates for clients as follows: 1) Contract Number PH-001638 to increase funding by \$77,624, increasing the annual maximum obligation from \$1,806,738 to \$1,884,362 and 2) Contract Number PH-001645 to increase funding by \$14,830, increasing the annual maximum obligation from \$908,517 to \$923,347. These amendments will be executed under the January 5, 2021, Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute future amendments to the contracts that, as applicable, provide an increase or decrease in funding up to 10% above or below each term's annual base maximum obligation and make corresponding service adjustments, as necessary; provided that sufficient appropriation is available within the respective department's existing budget and subject to prior review and approval by CEO and County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

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

BF:kg
BL #06742

The Honorable Board of Supervisors
February 7, 2023
Page 7

Enclosures

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

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
DIVISION OF HIV AND STD PROGRAMS - HIV CARE SERVICES**

Contractor	Contract No.	Extended Term 1 (Year 33) 3/1/23-2/29/24	Total Combined Maximum Obligation	Service Planning Area(s) of Sites	Supervisory District(s) of Sites
1. MEDICAL SUBSPECIALTY SERVICES - FUNDING SOURCE: Ryan White Program (RWP) PART A Funds					
1 AIDS Healthcare Foundation	PH-002226	\$ 1,469,443	\$ 1,469,443	4	3
Total		\$ 1,469,443	\$ 1,469,443		
2. SUBSTANCE USE DISORDER, TRANSITIONAL HOUSING- FUNDING SOURCE: RWP Part A, RWP Part B, and Non-Drug Medi-Cal realignment funds (NDMCR)					
2 Tarzana Treatment Centers, Inc.	H-701004	\$ 1,259,250	\$ 1,259,250	1 - 8	1 - 5
Total		\$ 1,259,250	\$ 1,259,250		
3. RESIDENTIAL SERVICES: RWP Part A, RWP Part B, and NDMCR Funds					
3 Alliance for Housing and Health	PH-001646	\$ 3,033,003	\$ 3,033,003	1 - 8	1 - 5
4 Project New Hope	PH-001638	\$ 1,884,362	\$ 1,884,362	1 - 8	1 - 5
5 Project New Hope	PH-001645	\$ 923,347	\$ 923,347	1 - 8	1 - 5
6 The Salvation Army	PH-001654	\$ 1,263,426	\$ 1,263,426	1 - 8	1 - 5
Total		\$ 7,104,138	\$ 7,104,138		
4. BENEFIT SPECIALTY SERVICES - FUNDING SOURCE: RWP PART A Funds					
Contractor	Contract No.	Extended Term 1 (Year 33) 3/1/23- 2/29/24	Total Combined Maximum Obligation	Service Planning Areas(s) of Sites	Supervisory District(s) of Sites
7 AIDS Healthcare Foundation	PH-002897	\$ 350,646	\$ 350,646	2, 4, 5, 7	1, 3, 4
8 St. Mary Medical Center	PH-002898	\$ 101,070	\$ 101,070	8	4
9 Tarzana Treatment Centers, Inc. (SPA 1)	PH-001537	\$ 135,529	\$ 135,529	1	5
Total		\$ 587,245	\$ 587,245		
Contractor	Contract No.	Extended Shortened Term 1 (Year 33) 4/1/23-2/29/24	Total Combined Maximum Obligation	Service Planning Areas(s) of Sites	Supervisory District(s) of Sites
5. BENEFIT SPECIALTY SERVICES - FUNDING SOURCE: RWP PART A					
10 APLA Health & Wellness	PH-002673	\$ 169,411	\$ 169,411	4, 6	2, 3
11 AltaMed Health Services Corporation	PH-002899	\$ 140,340	\$ 140,340	7	1
12 City of Long Beach	PH-002900	\$ 127,532	\$ 127,532	8	4
13 East Valley Community Health Center, Inc.	PH-002901	\$ 63,732	\$ 63,732	3	1, 5
14 JWCH Institute, Inc.	PH-003056	\$ 101,226	\$ 101,226	3	5
15 Minority AIDS Project	PH-002661	\$ 84,705	\$ 84,705	6	2
16 Northeast Valley Health Corporation	PH-002902	\$ 65,867	\$ 65,867	2	3
17 Tarzana Treatment Centers, Inc.	PH-002903	\$ 171,850	\$ 171,850	2	3
18 Venice Family Clinic	PH-002680	\$ 50,823	\$ 50,823	5	3
Total		\$ 975,486	\$ 975,486		

Contractor	Contract No.	Extended Shortened Term 1 (Year 33) 4/1/23 - 9/30/23	Total Combined Maximum Obligation	Service Planning Area(s) of Sites	Supervisory District(s) of Sites
6. TRANSITIONAL CASE MANAGEMENT, JAIL SERVICES - FUNDING SOURCES: RWP Minority AIDS Initiative (MAI) and Mpox-005					
19 Center for Health Justice, Inc.	PH-000599	\$ 42,962	\$ 42,962	1 - 8	1 - 5
20 JWCH Institute, Inc.	H-300114	\$ 52,619	\$ 52,619	1 - 8	1 - 5
21 Minority AIDS Project	H-300113	\$ 45,952	\$ 45,952	1 - 8	1 - 5
22 Public Health Foundation Enterprises, Inc. d.b.a Heluna Health	PH-000598	\$ 349,894	\$ 349,894	1 - 8	1 - 5
23 Tarzana Treatment Centers, Inc.	H-300127	\$ 109,002	\$ 109,002	1 - 8	1 - 5
Total		\$ 600,429	\$ 600,429		
GRAND TOTAL		\$ 11,995,991	\$ 11,995,991		

SOLE SOURCE CHECKLIST

Department Name: Department of Public Health (DPH)

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

Date Existing Contract First Approved: January 1, 2011, March 1, 2015, and
December 1, 2015 (BSS)

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and prices competition are not available. <i>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."</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.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
√	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available options periods.
	➤ Maintenance and 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.
	➤ The contractor was selected through a competitive solicitation process conducted by an outside entity (e.g., other municipalities, public agencies, State/federal government or non-profit organization).
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost 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.

Erika Bonilla
Chief Executive Office

12/29/22
Date

SOLE SOURCE CHECKLIST

Department Name: Department of Public Health (DPH)

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

Date Existing Contract First Approved: September 1, 2012 (MSS)

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and prices competition are not available. <i>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."</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
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	➤ Maintenance and 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.
	➤ The contractor was selected through a competitive solicitation process conducted by an outside entity (e.g., other municipalities, public agencies, State/federal government or non-profit organization).
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost 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.

Erika Bonilla
Chief Executive Office

12/29/22
Date

SOLE SOURCE CHECKLIST

Department Name: Department of Public Health (DPH)

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

Date Existing Contract First Approved: March 1, 2011 (RS)

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and prices competition are not available. <i>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."</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.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
√	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available options periods.
	➤ Maintenance and 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.
	➤ The contractor was selected through a competitive solicitation process conducted by an outside entity (e.g., other municipalities, public agencies, State/federal government or non-profit organization).
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost 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.

Erika Bonilla
Chief Executive Office

12/29/22
Date

SOLE SOURCE CHECKLIST

Department Name: Department of Public Health (DPH)

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

Date Existing Contract First Approved: March 1, 2005 (SUDTH)

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and prices competition are not available. <i>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."</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.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
√	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available options periods.
	➤ Maintenance and 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.
	➤ The contractor was selected through a competitive solicitation process conducted by an outside entity (e.g., other municipalities, public agencies, State/federal government or non-profit organization).
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost 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.

Erika Bonilla
Chief Executive Office

12/29/22
Date

SOLE SOURCE CHECKLIST

Department Name: Department of Public Health (DPH)

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

Date Existing Contract First Approved: February 25, 2003 & April 1 2009 (TCM)

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and prices competition are not available. <i>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."</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.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
√	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available options periods.
	➤ Maintenance and 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.
	➤ The contractor was selected through a competitive solicitation process conducted by an outside entity (e.g., other municipalities, public agencies, State/federal government or non-profit organization).
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost 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.

Erika Bonilla
Chief Executive Office

12/29/22
Date

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/31/2023	
BOARD MEETING DATE	2/7/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Health	
SUBJECT	APPROVAL TO EXECUTE AN AMENDMENT TO MEMORANDUM OF UNDERSTANDING PH-004865 WITH DIGNITY COMMUNITY CARE dba CALIFORNIA HOSPITAL MEDICAL CENTER, fbo LA BEST BABIES NETWORK FOR THE LOS ANGELES COUNTY HOME VISITING INTEGRATION PROJECT	
PROGRAM	Maternal, Child, and Adolescent Health Division (MCAH);	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Amendment will allow for an increase in project activities effective upon the date of execution through June 30, 2024 to support the Los Angeles County (LAC) Home Visiting Integration Project.	
COST & FUNDING	Total cost: Estimated \$181,200	Funding source: LAC Quality and Productivity Commission Productivity Investment Fund (PIF) and the Conrad Hilton Foundation (Foundation) Award.
	TERMS (if applicable): Upon execution for the period of June 22, 2022, through June 30, 2024.	
	Explanation:	
PURPOSE OF REQUEST	Approval: a) to amend the Memorandum of Understanding (MOU) to increase funding and extend the term through June 30, 2024 to allow for additional activities; and, b) execute future amendments to extend the term and make funding and other necessary modifications.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On December 20, 2016, your Board approved a motion that instructed Public Health, in collaboration with the Los Angeles County Children and Families First – Proposition 10 Commission (First 5 LA) and other LAC departments, to develop a plan to coordinate, enhance, expand, and advocate for high quality home visiting programs to serve more expectant and parenting families.</p> <p>Public Health received funding from PIF for the LAC Home Visiting Integration Project (H-VIP) to assess the current data systems utilized by HVP and the capabilities for importing data into a centralized data depository. Subsequently, Public Health and Dignity Community Care dba California Hospital Medical Center, fbo LA Best Babies Network entered into MOU PH-004865, funded by PIF for the term of June 22, 2022, through June 30, 2023, to allow Public Health to collaborate with LBBN, a community benefit program of Dignity Community Care, to: 1) assess the current data systems and their capabilities and requirements for importing data into a centralized data depository; 2) develop a data crosswalk across home visiting models and the respective funders of home visiting programming to identify similarities and gaps; and, 3) identify the goals and steps needed to implement a county-wide data integration system aimed at improving home visiting services.</p>	

EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Home Visiting Data and Invoice Integration System seeks to improve health among pregnant mothers and babies and to reduce health disparities by empowering pregnant and parenting families to important mental health and social support programs.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No The recommended actions support Strategy I.1, Objective I.1.6, Increase Home Visitation Capacity, of the County's Strategic Plan.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Genaro Sandoval, Senior Staff Analyst, MCAH 213-639-6400, gsandoval@ph.lacounty.gov DPH Director Government Affairs, Joshua Bobrowsky (213) 288-7871, jbobrowsky@ph.lacounty.gov DPH Director of MCAH: Melissa Franklin mfranklin@ph.lacounty.gov Craig L. Kirkwood, Jr., Deputy County Counsel, (213) 974-1751 CKirkwood@counsel.lacounty.gov



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

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

MEGAN McCLAIRE, M.S.P.H.
Chief Deputy Director

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

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

DRAFT

February 7, 2023

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 AN AMENDMENT TO MEMORANDUM OF
UNDERSTANDING PH-004865 WITH DIGNITY COMMUNITY CARE dba CALIFORNIA
HOSPITAL MEDICAL CENTER fbo LA BEST BABIES NETWORK FOR THE
LOS ANGELES COUNTY HOME VISITING INTEGRATION PROJECT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval: a) to execute an amendment to Memorandum of Understanding Number PH-004865 with Dignity Community Care dba California Hospital Medical Center fbo LA Best Babies Network to increase funding for the current period of June 22, 2022, through June 30, 2023, and extend the term for one year through June 30, 2024; and, b) for delegated authority to execute future amendments to the Memorandum of Understanding to extend the term and make funding adjustments, and make other modifications, as appropriate, for the continuation of the Los Angeles County Home Visiting Integration Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute an amendment, substantially similar to Exhibit I,

to Memorandum of Understanding (MOU) PH-004865 with Dignity Community Care dba California Hospital Medical Center, fbo LA Best Babies Network (LABBN), to: a) increase the maximum funding obligation by \$106,200, from \$150,000 to \$256,200 effective upon execution for the period of June 22, 2022, through June 30, 2023; and, b) extend the term of the MOU through June 30, 2024, at a maximum funding obligation of \$75,000; fully offset by funding from the Los Angeles County (LAC) Quality and Productivity Commission Productivity Investment Fund (PIF) and the Conrad Hilton Foundation (Foundation) award.

2. Delegate authority to the Director of Public Health, or designee, to execute future amendments to the MOU that extend the term, at amounts determined by both parties; adjust the term of the MOU to complete project activities; provide an increase or decrease in funding based on funding availability, and make other necessary modifications to the MOU, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 20, 2016, your Board approved a motion that instructed Public Health, in collaboration with the Los Angeles County Children and Families First – Proposition 10 Commission (First 5 LA) and other LAC departments, to develop a plan to coordinate, enhance, expand, and advocate for high quality home visiting programs to serve more expectant and parenting families.

This motion included a directive to collect, share and analyze a standardized and consistent set of outcome data collected from the various home visiting models implemented by Public Health's Maternal, Child and Adolescent Health Division Home Visitation Program (HVP), which provides home-based support and visitation services to high-risk, low-income pregnant and parenting families by health and social services professionals.

Public Health received funding from PIF for the LAC Home Visiting Integration Project (H-VIP) to assess the current data systems utilized by HVP and the capabilities for importing data into a centralized data depository. Subsequently, on June 22, 2022, Public Health and Dignity Community Care dba California Hospital Medical Center, fbo LA Best Babies Network entered into MOU PH-004865, funded by PIF for the term of June 22, 2022, through June 30, 2023, to allow Public Health to collaborate with LABBN, a community benefit program of Dignity Community Care, to: 1) assess the current data systems and their capabilities and requirements for importing data into a centralized data depository; 2) develop a data crosswalk across home visiting models and the respective funders of home visiting programming to identify similarities and gaps; and, 3) identify the goals and steps needed to implement a county-wide data integration system aimed at improving home visiting services.

Recently, Public Health received an award from the Foundation to support home visiting and early care and education for the period of October 1, 2022, through September 30, 2025. Public Health has identified funds from the Foundation award to increase project activities under MOU PH-004865 through June 30, 2024.

Public Health is returning to your Board to request approval to execute an amendment to MOU PH-004865 to increase funding for the current period ending June 30, 2023, which exceeds our current delegated authority approved by your Board on December 10, 2019.

Approval of Recommendation 1 will allow Public Health to execute an amendment to the MOU to increase the total maximum funding and extend the term through June 30, 2024.

Approval of Recommendation 2 will allow Public Health to execute future amendments to the MOU to extend the term and/or reflect other necessary modifications.

Implementation of Strategic Plan Goals

The recommended actions support Strategy I.1, Objective I.1.6, Increase Home Visitation Capacity, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total additional obligation for the recommended amendment is \$181,200 (\$106,200 effective upon execution for the period of June 22, 2022, through June 30, 2023, fully offset by funding from PIF and the Foundation award; and \$75,000 for the period of July 1, 2023, through June 30, 2024, fully funded by the Foundation award).

Funding for this MOU is included in Public Health's fiscal year (FY) 2022-23 Adopted Budget and will be included in future FYs as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 10, 2019, your Board delegated authority to the Director of Public Health to execute MOUs with governmental and public entities, private institutions and community-based organizations that allow for collaboration on public health activities, which may include monetary compensation up to \$150,000 annually or per project period; and amend those MOUs to reflect necessary modifications.

On March 16, 2022, Public Health received PIF funding for H-VIP to assess the current data systems utilized by HVP and the capabilities for importing data into a centralized data depository, and Foundation funding to develop an integrated home visiting billing system.

On June 8, 2022, Public Health notified your Board that it was exercising delegated authority approved by your Board on December 10, 2019, to execute MOUs, and on June 22, 2022, moved forward with executing MOU PH-004865 with Dignity Health, dba as California Hospital Medical Center, fbo LA Best Babies Network for H-VIP activities, effective June 22, 2022, through June 30, 2023, at a total maximum amount of \$150,000.

Subsequently, on August 10, 2022, Public Health executed an amendment to correctly reflect the name as Dignity Community Care dba California Hospital Medical Center, fbo LA Best Babies Network.

On September 15, 2022, Public Health notified your Board that it was exercising delegated authority to accept Grant Number 27611 from the Foundation in the amount of \$3,627,000 for the period of October 1, 2022, through September 30, 2025. Public Health's Maternal Child, and Adolescent Health Division, and Office for the Advancement of Early Care and Education partnered to receive this grant for a system's level development of an integrated home visiting billing system, thereby increasing the capacity of early care and education centers, as well as family childcare homes, to better serve infant and toddlers.

Exhibit I has been reviewed and approved by County Counsel as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue the collaboration with LABBN to plan for and implement a county-wide data integration system to improve home visiting services in LAC.

Respectfully submitted,

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

BF:im
#06715

Enclosure

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
AND
DIGNITY COMMUNITY CARE dba CALIFORNIA HOSPITAL MEDICAL CENTER
fbo LA BEST BABIES NETWORK
FOR
LOS ANGELES COUNTY HOME VISITING INTEGRATION PROJECT

AMENDMENT NUMBER TWO**

THIS AMENDMENT is made and entered into on _____.

WHEREAS, reference is made to Memorandum of Understanding (MOU) Number PH-004865 between the County of Los Angeles (County) Department of Public Health (hereafter "Public Health"), and Dignity Community Care, dba as California Hospital Medical Center, fbo LA Best Babies Network (hereafter "Agency"), dated June 22, 2022, and any subsequent Amendments thereto, hereinafter all referred to as "MOU"; and

WHEREAS, on December 10, 2019, the County Board of Supervisors delegated authority to the Director of Public Health to execute this MOU; and

WHEREAS, on February 7, 2023 the County Board of Supervisors authorized the Director of Public Health to execute amendments to this MOU; and

WHEREAS, it is the intent of Public Health and Agency to amend this MOU to: a) increase funding in the amount of \$106,200 for Period 1 of June 22, 2022, through June 30, 2023, b) extend the term of the MOU through June 30, 2024, in the amount of \$75,000; and, c) make other hereafter designated changes; and

WHEREAS, MOU, section IV, AMENDMENTS, provides that changes to this MOU must be made in a formal amendment which is signed by the authorized representatives of both parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment is hereby incorporated into the original MOU, and all of its terms and conditions, including capitalized terms defined herein, shall be given full force and effect as is fully set forth therein.
2. This Amendment is effective upon date of execution for the period of June 22, 2022, through June 30, 2024.
3. Attachment A, Scope of Work, is deleted in its entirety and replaced with Attachment A.1, Scope of Work, attached hereto and incorporated herein by reference. All reference to Attachment A, Scope of Work, is deemed amended to state, "Attachment A.1, Scope of Work."

4. Attachments A-1 and A-2, Scopes of Work, attached hereto and incorporated herein by reference are added to the MOU.
5. Attachment B, Budget, is deleted in its entirety and replaced with Attachment B.1, Budget, attached hereto and incorporated herein by reference. All reference to Attachment B, Budget, is deemed amended to state, "Attachment B.1, Budget."
6. Attachments B-1 and B-2, Budgets, attached hereto and incorporated herein by reference are added to the MOU.
7. Section II, **TERM OF MOU**, is deleted in its entirety and replaced as follows:

"II. TERM OF MOU

This MOU shall be effective June 22, 2022, and shall continue through June 30, 2024, unless sooner terminated or extended, in whole or in part, as provided in this MOU."

8. Section VI, **DESCRIPTION OF RESPONSIBILITIES**, Paragraph A, **AGENCY RESPONSIBILITIES**, is deleted in its entirety and replaced as follows:

"A. AGENCY RESPONSIBILITIES

Agency shall:

1. Coordinate activities to achieve the objectives and goals specified in Attachments A.1, A-1, and A-2, Scopes of Work (SOW), attached hereto and incorporated herein by reference.
 2. Identify stakeholders that should take part in this project.
 3. Learn about current data systems and their capability and requirements to import data into a data depository.
 4. Identify key variables that should be aligned and identify how they are defined and collected.
 5. Identify and work with technical consultant for conceptual and technical papers.
 6. Create pathways to provider voice through linkages to direct service providers."
9. Section VII, **FUNDING**, is deleted in its entirety and replaced as follows:

" VII. FUNDING

- A. For Period 1 from June 22, 2022, through June 30, 2023, the total maximum funding authorized by Public Health for this MOU is two hundred fifty-six

thousand, two hundred dollars (\$256,200). Of this amount, one hundred eighty-one thousand, two hundred dollars (\$181,200) is comprised from County's Productivity Improvement Funds, as set forth in Attachment B.1, Budget, of this MOU; and seventy-five thousand dollars (\$75,000) is comprised of Conrad Hilton Foundation (Foundation) grant funds, for the period of date of execution through June 30, 2023, as set forth in Attachment B-1, Budget, of this MOU.

- B. For Period 2 from July 1, 2023, through June 30, 2024, the maximum funding authorized by Public Health for this MOU is seventy-five thousand dollars (\$75,000) from the Foundation grant funds, as set forth in Attachment B-2, Budget, of this MOU.
- C. Agency shall submit invoices for objectives completed. Public Health shall pay Agency all undisputed invoice amounts within thirty (30) calendar days of Public Health's receipt of a submitted invoice.
- D. Invoices with supporting documentation should be submitted electronically to:

Francisco Lizama, Staff Analyst
Email: flizama@ph.lacounty.gov
Phone: (213) 639-6443

Genaro Sandoval, Senior Staff Analyst
Email: gsandoval@ph.lacounty.gov
Phone: (213) 639-6400

Public Health shall compensate Agency for work and deliverables satisfactorily rendered to the effective date of termination."

- 10. Except for the changes set forth herein, all terms and conditions of the MOU shall remain the same.

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IN WITNESS HEREOF, the parties hereto have executed this Amendment on the day, month, and year first written above.

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH**

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

**DIGNITY COMMUNITY CARE dba
CALIFORNIA HOSPITAL MEDICAL CENTER
fbo LA BEST BABIES NETWORK**

Alina Moran
President
Dignity Community Care dba California Hospital Medical Center

BL#6715:im

County of Los Angeles Department of Public Health
Maternal, Child and Adolescent Health Division
Los Angeles County Home Visiting Integration Project
Los Angeles County Quality and Productivity Commission Productivity Investment Fund
Dignity Community Care dba California Hospital Medical Center
fbo LA Best Babies Network
SCOPE OF WORK
Period 1: June 22, 2022 through June 30, 2023

Project Summary:

Lead the discovery phase of implementing an LA County-wide data integration system for the purposes of improving home visiting services.
--

Key Deliverables and Timeline

Objectives	Activities	Timeline	Documentation
Objective 1: Identify stakeholders that should take part in this project.	<p>Activity 1.1: Connect with members of Los Angeles County Perinatal and Early Childhood Home Visitation Consortium to gather key contacts.</p> <p>Activity 1.2: Set up meetings to explain the purpose of the project and identify key stakeholders that are willing to participate in a workgroup.</p>	<p>Gather all contacts by July 31, 2022.</p> <p>Meet with stakeholders by August 31, 2022.</p>	<p>List of contact information for participating stakeholders.</p> <p>List of workgroup members.</p>
Objective 2: Learn about current data systems and their capability, as well as the requirements to import data into a data depository.	<p>Activity 2.1: Contact and meet with appropriate representatives from respective home visiting models and describe project and needs.</p> <p>Activity 2.2: Coordinate meetings between model and data system representatives to learn about the type of data collected.</p> <p>Activity 2.3: Determine data ownership and data agreements that will be required.</p>	<p>Meet with data system representatives by September 30, 2022.</p> <p>Meet with model representatives by October 31, 2022.</p> <p>By December 31, 2022</p>	<p>List of data agreements and other documentation that will be required.</p> <p>Provide categories of types of data collected.</p> <p>Provide report with recommendations.</p>

ATTACHMENT A.1

County of Los Angeles Department of Public Health
Maternal, Child and Adolescent Health Division
Los Angeles County Home Visiting Integration Project
Los Angeles County Quality and Productivity Commission Productivity Investment Fund
Dignity Community Care dba California Hospital Medical Center
fbo LA Best Babies Network

SCOPE OF WORK
Period 1: June 22, 2022 through June 30, 2023

Objectives	Activities	Timeline	Documentation
Objective 3: Identify key variables that should be aligned and identify how they are defined and collected.	<p>Activity 3.1: Develop a data crosswalk across models and funders that outlines variable definitions, similarities, and gaps. A crosswalk maps out the relationships between different fields that are being looked at – in this case home visiting models, the funders, the types of data being collected, its similarities, and gaps.</p> <p>Activity 3.2: Convene several meetings with workgroup to discuss data needs and definitions of key variables.</p>	<p>Finalize data crosswalk of key variables by December 31, 2022.</p> <p>Ongoing through June 30, 2023.</p>	<p>Table of final crosswalk results.</p> <p>Log of meetings.</p>
Objective 4: Identify and work with technical consultant to begin outlining plans for technical and concept papers.	<p>Activity 4.1: Identify technical consultant to work with.</p> <p>Activity 4.2: Share findings and develop plan to work together on technical and concept papers.</p>	<p>Identify technical consultant by December 31, 2022.</p> <p>By December 31, 2023.</p>	<p>Name of technical consultant.</p> <p>Submit findings report.</p>
Objective 5: Write first draft of conceptual and technical papers	Activity 5.2: Gather information collected from various stakeholders and identify steps, tasks, and goals to implement the data integration.	February 28, 2023.	Draft of conceptual and technical papers

ATTACHMENT A.1

County of Los Angeles Department of Public Health
Maternal, Child and Adolescent Health Division
Los Angeles County Home Visiting Integration Project
Los Angeles County Quality and Productivity Commission Productivity Investment Fund
Dignity Community Care dba California Hospital Medical Center
fbo LA Best Babies Network

SCOPE OF WORK
Period 1: June 22, 2022 through June 30, 2023

Objectives	Activities	Timeline	Documentation
	Activity 5.2: Complete first draft of conceptual paper.	By February 28, 2023.	Draft of conceptual paper.
	Activity 5.3: Complete first draft of technical paper.	By March 2023.	Complete draft of technical paper
Objective 6: Incorporate stakeholder and county feedback and finalize conceptual and technical papers.	Activity 6.1: Review feedback, revise, and finalize conceptual paper.	Finalize conceptual and technical papers by June 30, 2023.	Final conceptual and technical papers.
	Activity 6.2: Present final product to stakeholders and county planning team.	By June 30, 2023.	Final report.

County of Los Angeles Department of Public Health
Maternal, Child and Adolescent Health Division
Los Angeles County Home Visiting Integration Project
Conrad Hilton Foundation

Dignity Community Care dba California Hospital Medical Center
fbo LA Best Babies Network

SCOPE OF WORK

Period 1: Date of execution through June 30, 2023

Project Summary:

Create pathways to provider voice through linkages to direct service providers.

Key Deliverables and Timeline

Objectives	Activities	Timeline	Documentation
Objective 1: Identify direct service providers of home visiting that should take part in this project.	<p>Activity 2.1: Identify, connect, set up and facilitate meetings to explain the purpose of the project.</p> <p>Activity 1.2: Identify key providers that are willing to participate in providing feedback in this process.</p>	<p>Date of execution – February 28, 2023</p> <p>Date of execution – February 28, 2023</p>	Home Visiting service providers contact list of key providers interested in collaborating with Los Angeles County in this project.
Objective 2: Create space for stakeholders/direct service providers to provide input on the landscape of home visiting.	<p>Activity 2.1: Participate in meetings with other stakeholders in the County to provide on-the-ground feedback regarding home visiting.</p> <p>Activity 2.2: Identify areas of strengths, gaps and potential opportunities and ways to address them.</p>	<p>March 1, 2023 – June 30, 2023</p> <p>March 1, 2023 – June 30, 2023</p>	<p>List of meetings (date, time, agenda)</p> <p>Submit report of home visiting providers feedback on home visiting strengths, gaps, potential opportunities and proposed recommendations.</p>

County of Los Angeles Department of Public Health
Maternal, Child and Adolescent Health Division
Los Angeles County Home Visiting Integration Project
Conrad Hilton Foundation

Dignity Community Care dba California Hospital Medical Center
fbo LA Best Babies Network

SCOPE OF WORK
Period 1: Date of execution through June 30, 2023

Objectives	Activities	Timeline	Documentation
Objective 3: LABBN to take part, as appropriate, in providing guidance and best practices as related to the home visiting field.	Activity 3.1: Stay abreast of the everchanging home visiting landscape and provide guidance, expertise and best practices to assist in decision making. Activity 3.2: Provide home visiting data, as fitting, to assist in filling gaps in understanding the landscape of home visiting.	Date of execution – June 30, 2023 Date of execution – June 30, 2023	Data reports and dashboards Data reports and dashboards

County of Los Angeles Department of Public Health
Maternal, Child and Adolescent Health Division
Los Angeles County Home Visiting Integration Project
Conrad Hilton Foundation

Dignity Community Care dba California Hospital Medical Center
fbo LA Best Babies Network

SCOPE OF WORK

Period 2: July 1, 2023, through June 30, 2024

Project Summary:

Create pathways to provider voice through linkages to direct service providers.

Key Deliverables and Timeline

Objectives	Activities	Timeline	Documentation
Objective 1: Continue to identify “new” direct service providers of home visiting that should take part in this project. Lift family voice as seen fit.	Activity 2.1: Continue to identify, connect, set up and facilitate meetings to explain the purpose of the project and identify key providers that are willing to participate in providing feedback in this process.	July 1, 2023 – March 31, 2024	Updated contact list of direct home visiting service providers and parents/families taking part in this project (created in Year 1 scope of work, objective 1 activity 2.1).
	Activity 1.2: As deemed appropriate, include family voice in discovery phase to further provide feedback from the field as related to home visiting experiences.	July 1, 2023 – March 31, 2024	Submit report of family’s voice and feedback related to home visiting.
Objective 2: Continue to create space for stakeholders/direct service providers to provide input on the landscape of home visiting.	Activity 2.1: Participate in meetings with other stakeholders in the County to provide on-the-ground feedback regarding home visiting. Activity 2.2: Identify areas of strengths, gaps and potential opportunities and ways to address them.	July 1, 2023 – March 31, 2024 July 1, 2023 – March 31, 2024	List of meetings (date, time, agenda) Submit report of home visiting providers feedback on home visiting strengths, gaps, potential opportunities and proposed recommendations.

County of Los Angeles Department of Public Health
Maternal, Child and Adolescent Health Division
Los Angeles County Home Visiting Integration Project
Conrad Hilton Foundation

Dignity Community Care dba California Hospital Medical Center
fbo LA Best Babies Network

SCOPE OF WORK
Period 2: July 1, 2023, through June 30, 2024

Objectives	Activities	Timeline	Documentation
Objective 3: Provide conclusion(s), document process and identify clear/concrete next steps.	Activity 3.1: Document engagement process. Activity 3.2: Review findings/documentation from other stakeholders and provide suggestions for next steps and how to reach the common goals.	April 1, 2024 – June 30, 2024 July 1, 2023 – March 31, 2024	Documentation summarizing engagement process, experience, finding and potential next steps. Final report of findings from the engagement process, experiences, recommendations and next steps.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 Division of Maternal, Child and Adolescent Health
 Los Angeles County Home Visiting Integration Project
 Los Angeles County Quality and Productivity Commission Productivity Investment Fund

BUDGET

Period 1: June 22, 2022 through June 30, 2023

**DIGNITY COMMUNITY CARE dba CALIFORNIA HOSPITAL MEDICAL CENTER
 fbo LA BEST BABIES NETWORK**

BUDGET SUMMARY (Schedule of Projected Costs)	
OBJECTIVE 1	\$25,000
OBJECTIVE 2	\$35,000
OBJECTIVE 3	\$35,000
OBJECTIVE 4	\$55,000
OBJECTIVE 5	\$25,000
OBJECTIVE 6	\$6,200
Total	\$181,200

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
Division of Maternal, Child and Adolescent Health
Los Angeles County Home Visiting Integration Project
Conrad Hilton Foundation

BUDGET

Period 1: Date of Execution through June 30, 2023

**DIGNITY COMMUNITY CARE dba CALIFORNIA HOSPITAL MEDICAL CENTER
fbo LA BEST BABIES NETWORK**

BUDGET SUMMARY (Schedule of Projected Costs)	
OBJECTIVE 1	\$25,000
OBJECTIVE 2	\$25,000
OBJECTIVE 3	\$25,000
Total	\$75,000

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
Division of Maternal, Child and Adolescent Health
Los Angeles County Home Visiting Integration Project
Conrad Hilton Foundation

BUDGET

Period 2: July 1, 2023 through June 30, 2024

**DIGNITY COMMUNITY CARE dba CALIFORNIA HOSPITAL MEDICAL CENTER
fbo LA BEST BABIES NETWORK**

BUDGET SUMMARY (Schedule of Projected Costs)	
OBJECTIVE 1	\$25,000
OBJECTIVE 2	\$25,000
OBJECTIVE 3	\$25,000
Total	\$75,000

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/25/2023	
BOARD MEETING DATE	2/7/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Public Health	
SUBJECT	Approval to Amend a Sole Source Data Management Services Contract with Automated Case Management Systems, INC. to extend the term Effective March 1, 2023 Through February 29, 2024	
PROGRAM	Division of HIV and STD Programs	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DEADLINES/ TIME CONSTRAINTS	February 28, 2023	
COST & FUNDING	Total cost: \$660,000 (annually)	Funding source: Health Resources and Services Administration, Ryan White Programs Funds Part A
	TERMS (if applicable): March 1, 2023 through February 29, 2024 and delegated authority to extend through February 28, 2025	
	Explanation:	
PURPOSE OF REQUEST	Public Health is requesting approval to extend the current sole source contract with ACMS for 12 months, effective March 1, 2023 through February 29, 2024, and delegated authority to extend an additional 12 months through February 28, 2025, to accommodate the development and implementation of a replacement data management (DM) system.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Public Health's Division of HIV and STD Programs (DHSP) has approximately 108 HIV/AIDS care contracts that require HIV/AIDS Care services client data to be transmitted to DHSP HIV Casewatch, DHSP's current HIV/AIDS care and support the DM system. As a recipient of federal and State funding for HIV/AIDS care services, DHSP is required to collect and submit client-level data. DHSP's current HIV Casewatch, DHSP's current HIV/AIDS care and support DM system, is used to meet this reporting requirement. Until a replacement DM system for HIV Casewatch is developed and finalized, the continuation of the HIV Casewatch system in the interim will help DHSP maintain its current operations and avoid federal sanctions up to, and including, the elimination of federal funding for these services in the County.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: (2) Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations. Clients who access Ryan White Program Funded services, are people living with HIV and who also have no other source of medical coverage and have income 400 percent below of the most current Federal Poverty Level.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how: N/A	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Joshua Bobrowsky, Director Government Affairs, Public Health (213) 288-7871, jbobrowsky@ph.lacounty.gov Michael Owens, Deputy County Counsel, (213) 972-5726 mowens@counsel.lacounty.gov	



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

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

MEGAN McCLAIRES, M.S.P.H.
Chief Deputy Director

313 North Figueroa Street, Room 806
Los Angeles, California 90012
TEL (213) 240-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



**BOARD OF
SUPERVISORS**

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

DRAFT

February 7, 2023

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

Dear Supervisors:

**APPROVAL TO AMEND A SOLE SOURCE DATA MANAGEMENT SERVICES
CONTRACT WITH AUTOMATED CASE MANAGEMENT SYSTEMS, INC.
TO EXTEND THE TERM EFFECTIVE MARCH 1, 2023
THROUGH FEBRUARY 29, 2024
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE () APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

Request approval to execute an amendment to sole source Contract Number H-204251 for the provision of Data Management (DM) services with Automated Case Management Systems, Inc. (ACMS) to extend the term effective March 1, 2023 through February 29, 2024, with an option to extend for an additional one-year term through February 28, 2025.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute a sole source contract amendment, substantially similar to Exhibit I, with ACMS, Contract Number H-204251, for the provision of DM services

for various HIV/STD services contracts, to extend the contract term for 12 months, at an annual maximum obligation of \$660,000, effective March 1, 2023 through

February 29, 2024, with an option to extend for an additional one-year term through February 28, 2025, contingent upon performance and the availability of funding, and exercised through written notification from the Director of Public Health, or designee, to the Contractor prior to the end of the contract term; 100 percent offset by Health Resources and Services Administration (HRSA) Ryan White Program (RWP) Part A funds.

2. Delegate authority to the Director of Public Health or designee, to execute amendments to Contract Number H-204251 that: a) allow a no-cost adjustment through August 31, 2025; b) allow the rollover of unspent contract funds as allowed by the grant; c) provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution; and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and the Chief Information Office (CIO), and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contracts that authorize modifications to the budget or within budget categories, and make corresponding service adjustments, as necessary; changes to hours of operation and/or service delivery locations; and/or corrections of errors in the contract's terms and conditions.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend the contract upon issuing written notice to the contractor who fails to perform and/or fully comply with program requirements; to terminate contracts for convenience by providing a 30-calendar day advance written notice to contractor; and to accept a voluntary contract termination notice from the contractor.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Health's Division of HIV and STD Programs (DHSP) has approximately 108 HIV/AIDS care contracts that require HIV/AIDS Care services client data to be transmitted to DHSP HIV Casewatch, DHSP's current HIV/AIDS care and support DM system. ACMS is the sole proprietor of the HIV Casewatch system and is the only provider with the rights to maintain this system which currently supports all Public Health funded care services providers.

As a recipient of federal and State funding for HIV/AIDS care services, DHSP is required to collect and submit client-level data. DHSP's current HIV Casewatch, DHSP's current HIV/AIDS care and support DM system, is used to meet this reporting requirement. The DM system includes a significant amount of historical information and is used by all DHSP contracted HIV/AIDS Care services providers for invoicing and other critical financial functions. HIV Casewatch includes database services such as: administration, security, maintenance, encryption, conversion and migration, design and modification, and development of interfaces with other Electronic Health Record systems. The DM system is used as a tool to help quantify the delivery of HIV/AIDS

care services to people living with HIV/AIDS and is an important tool to ensure accountability and productivity among contracted providers. HIV Casewatch also provides valuable clinical outcome data for clients served by DHSP.

Approval of Recommendation 1 will allow Public Health to continue providing uninterrupted HIV data management and billing support to DHSP contracted HIV/AIDS care services providers and ensure compliance with State and federal data collection and reporting requirements associated with the delivery of HIV Care services to Los Angeles County residents. Additionally, information within the current DM system allows for coordinated care among DHSP contracted providers. Public Health anticipates replacing the HIV Casewatch system; however, Public Health must continue extending these services until a new DM system is fully developed and implemented, and the new DM system is functioning. Upon successful development and implementation of a new system, DHSP will need to have the two systems operating concurrently to allow Public Health time to reconcile all final data variables in the transfer between data management systems. This will ensure that data collection efforts are not jeopardized or interrupted before a new DM system is finalized.

Approval of Recommendation 2 will allow Public Health to execute an amendment to the contract to adjust the term of the contract at no cost through August 31, 2025; rollover of unspent funds as allowed by the grant; increase and/or decrease funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommended action will enable Public Health to amend the contract and adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant funds.

Approval of Recommendation 3 will allow Public Health to execute change notices to the contract such as authorizing modifications to, or within budget categories, and make corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

Approval of Recommendation 4 will allow Public Health to immediately suspend the contract with the contractor who fails to perform and/or fully comply with program requirements, to terminate contract for convenience by providing 30-calendar days advance written termination notice to the contractor, and to accept a voluntary request to terminate their contract.

Implementation of Strategic Plan Goals

The recommended actions support Strategy 1.2, Enhance Our Delivery of Comprehensive Interventions, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total program cost for the amendment is \$660,000 for the term effective March 1, 2023 through February 29, 2024; 100 percent funded by HRSA RWP Part A funds.

Funding for this contract is included in Public Health's Adopted Budget for fiscal year (FY) 2022-23 and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DHSP has initiated a multi-phased modernization initiative to replace its outdated legacy DM systems. Phase I focused on the implementation of the On-line Real-Time Centralized Health Information Database (ORCHID) to track clinical services such as STD screening and treatment and pre-exposure prophylaxis (PrEP) provided in Public Health sexual health clinics. Phase II includes the extension of the ACMS contract during the development and replacement of the HIV Casewatch system. Finally, Phase III will include the replacement of software tools used to track HIV Testing Services for HIV/STD services delivered by DHSP contracted providers.

The continuation of the HIV Casewatch system in the interim will help DHSP maintain its current operations and avoid federal sanctions up to, and including, the elimination of federal funding for these services in the Los Angeles County (LAC).

As required under Board Policy 5.100, your Board was notified on December 8, 2022, of Public Health's intent to extend the term of the sole source contract with ACMS.

County Counsel has reviewed and approved Exhibit I as to form. Attachment A is the Sole Source Checklist signed by the CEO. The CIO has reviewed this request and has determined that this does not introduce any new technology-related issues that would necessitate a formal CIO analysis.

CONTRACTING PROCESS

Since the original award, Contract Number H-204251 has undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to scopes of work.

On February 4, 2020, your Board approved an amendment to Contract Number H-204251, to extend the contract term for 12 months effective March 1, 2020 through February 28, 2021, and delegated authority to extend the contract term for two additional 12-month terms through February 28, 2023.

On May 10, 2021, Public Health notified your Board and that it was exercising delegated authority to extend the contract for the term effective March 1, 2021 through February 28, 2022.

On February 18, 2022, Public Health notified your Board that it was exercising delegated authority to extend the contract for the term effective March 1, 2022 through February 28, 2023.

This current extension will allow for the continuation of DM services and for Public Health to continue the development and implementation of a new DM system.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue providing uninterrupted HIV data management and billing support to Public Health-contracted HIV/AIDS Care and treatment providers and ensure compliance with State and federal data collection and reporting requirements associated with the delivery of HIV/AIDS Care services to LAC residents.

Respectfully submitted,

Reviewed By:

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

Peter Loo
Acting Chief Information Officer

BF:db
BL #06691

Enclosures

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

SOLE SOURCE CHECKLIST

Department Name: Public Health

☐


New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

January 3, 1995

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i> ACMS is the sole proprietor of the Casewatch system and is the only provider with the rights to maintain this system which currently supports all Public Health funded care services providers.
<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 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.

Erika Bonilla
Chief Executive Office

12/21/22

Date



County of Los Angeles

Notice of Federal Subaward Information

Recipient Information (i)

1. Recipient Name

Automated Case Management Systems, Inc.

2. Vendor Customer Code (VCC)

046598

3. Employer Identification Number (EIN)

95-4160588

4. Recipient's Unique Entity Identifier (ii)
Data Universal Numbering System (DUNS)
(www.SAM.gov)

NA - Agency is a vendor

5. Award Project Title

Data Management, Training, Systems License and
Maintenance Services

6. Project Director or Principal Investigator

Name: Andrae Corrigan

Title: President

Address: 40101 Monterey Avenue, Suite B1-220
Rancho Mirage, California 92270

E-mail: acorrigan@acmsinc.com

7. Authorized Official

Name: Andrae Corrigan

Title: President

Address: 40101 Monterey Avenue, Suite B1-220
Rancho Mirage, California 92270

E-mail: acorrigan@acmsinc.com

County Department Information (xi)

8. County Department Contact Information

Name: Sine Yohannes

Title: Chief, Financial Services, DHSP

Address: 600 S. Commonwealth Ave. 10th Fl.
Los Angeles, CA 90005

E-mail: syohannes@ph.lacounty.gov

9. Program Official Contact Information

Name: Mario J. Pérez, MPH

Title: Director, DHSP

Address: 600 S. Commonwealth Ave. 10th Fl.
Los Angeles, CA 90005

E-mail: mjperez@ph.lacounty.gov

Federal Award Information (www.usaspending.gov)

10. Federal Award Number (1)

6 H89HA00016-33-00(Pending receipt from
HRSA)

11. Federal Award Date (iv)

(Pending in Feb 2023)

12. Unique Federal Award Identification Number (FAIN) (iii)

H8900016

13. Name of Federal Awarding Agency (xi)

Health Resource and Services Administration (HRSA)

14. Federal Award Project Title (x)

HIV Emergency Relief Project Grants

15. Assistance Listing Number (xii)

93.914

16. Assistance Listing Program Title (xii)

HIV Emergency Relief Project Grants

17. Is this Award R&D? (xiii)

No

Summary Federal Subaward Financial Information

18. Budget Period Start Date (vi): March 1, 2023 End Date: February 29, 2024

19. Total Amount of Federal Funds Obligated by this Action (vii)	\$	660,000
20a. Direct Cost Amount	\$	-
20b. Indirect Cost Amount (xiv)	\$	-

20. Authorized Carryover \$ -

21. Offset \$ -

22. Total Amount of Federal Funds Obligated this Budget Period (viii) \$ -

23. Total Approved Cost Sharing or Matching, where applicable \$ -

24. Total Federal and Non-Federal Approved this Budget Period (ix) \$ -

25. Projected Performance Period Start Date (v): March 1, 2022 End Date: February 29, 2024

26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$	660,000
--	----	---------

27. Authorized Treatment of Program Income

28. County Program Officer Signature

Name: Mario J. Pérez, MPH

Title: Director, DHSP

Signature/Date

29. Remarks

Contract Number H-204251- Data Management, Training, Systems License and
Maintenance Services

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/25/2023	
BOARD MEETING DATE	2/7/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Public Health (DPH)	
SUBJECT	APPROVAL TO AMEND DOMESTIC VIOLENCE SHELTER-BASED PROGRAM SERVICES SOLE SOURCE CONTRACTS TO INCREASE FUNDING AND EXTEND THE CONTRACT TERM	
PROGRAM	Office of Women's Health	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The COVID-19 pandemic has negatively affected the amount of fees collected for the Domestic Violence Special Fund. Deposits to the fund have decreased over the last several years, a trend that has been exacerbated by the COVID-19 pandemic, thereby causing instability to the Domestic Violence Special Fund.	
DEADLINES/ TIME CONSTRAINTS	Additional funding available FY 2022-2023.	
COST & FUNDING	Total cost: \$9,143,758	Funding source: Domestic Violence Special Fund and Net County Cost (NCC).
	TERMS (if applicable): The term of this amendment is March 1, 2023, through June 30, 2025.	
	Explanation:	
PURPOSE OF REQUEST	To execute amendments to 18 Sole Source DVSBP Contracts to increase funding for FY 2022-2023 and, extend the term of through June 30, 2025.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On May 29, 2018, your Board approved the transfer of administrative responsibility for the DVSBP contracts from the Department of Public Social Services, effective July 1, 2018. Since then, Public Health has been overseeing the implementation of the DVSBP services contracts.</p> <p>An extension is required for the continued implementation of DVSBP services throughout Los Angeles County.</p> <p>On October 4, 2022, your Board approved FY 2022-23 Adopted Budget reflecting \$3.1 million in funding for each year to stabilize, sustain and expand DVSBP services. Public Health is returning to your Board for approval to execute amendments to DVSBP services contracts to include the additional funding for FY 2022-23 as the amount of the increase exceeds our current delegated authority approved by your Board on May 18, 2021.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: DPH Director Government Affairs, Joshua Bobrowsky (213) 288-7871 jbobrowsky@ph.lacounty.gov DPH Director of Office of Women's Health, Ellen Eidem (213) 447-9989, eeidem@ph.lacounty.gov Craig L. Kirkwood, Jr., Deputy County Counsel, (213) 974-1751 CKirkwood@counsel.lacounty.gov



DRAFT



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

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

MEGAN McCLAIRES, M.S.P.H.
Chief Deputy Director

313 North Figueroa Street, Suite 806
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BOARD OF SUPERVISORS

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First District

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Second District

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Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

February 7, 2023

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 AMEND DOMESTIC VIOLENCE SHELTER-BASED
PROGRAM SERVICES SOLE SOURCE CONTRACTS TO INCREASE
FUNDING AND EXTEND THE CONTRACT TERM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute amendments to 18 sole source Domestic Violence Shelter-Based Program services contracts to increase funding for fiscal year 2022-23 and extend the contracts through June 30, 2025; and delegate authority to: a) execute amendments that extend the term through June 30, 2026; b) execute amendments to reflect funding adjustments and other related changes; and, c) suspend and/or terminate the contracts, as necessary.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute 18 sole source contract amendments, substantially similar to Exhibit I, with the Domestic Violence Shelter-Based Program (DVSBP) services contractors identified in Attachment A (Table 1), to increase funding for fiscal year (FY) 2022-23 for the period effective March 1, 2023, through June 30, 2023, by \$957,000 from \$1,222,379 to \$2,179,379 as detailed in Attachment A (Table 1); and

extend the contracts through June 30, 2025, in the total maximum obligation of \$8,186,758 as detailed in Attachment A (Table 2); fully offset by the Domestic Violence Special Fund and Net County cost (NCC).

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contracts that: a) extend the term through June 30, 2026, at amounts to be determined by Public Health based on funding availability; b) provide an increase or decrease in funding up to 75 percent above or below each term's annual base maximum obligation, effective upon amendment execution, or at the beginning of the applicable contract term, and make corresponding service adjustments, which may include adjustments to funding distributions between County Supervisorial Districts (SDs); and, c) reflect other necessary modifications to the contract, subject to review and approval by County Counsel and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contracts that permit non-material and/or ministerial revisions, that include but are not limited to, the statement(s) of work, budget(s), and other changes to the contracts' terms and conditions.
4. Delegate authority to the Director of Public health, or designee, to immediately suspend any contract upon issuing a written notice to the contractors that fail to fully comply with program requirements; to terminate contracts for convenience by providing a 30-calendar day advance written notice to contractors; and to accept voluntary contract termination notices from contractors subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DVSBP contractors provide 24-hour emergency shelter, 24-hour crisis hotline(s), food, clothing, transportation, psychological support, peer counseling and referrals to community resources needed for safety and survival to assist victims of domestic violence (DV). DVSBP services are provided at 29 shelters throughout Los Angeles County (LAC). Any LAC resident is eligible for DVSBP services.

The COVID-19 pandemic has negatively affected the amount of fees collected for the Domestic Violence Special Fund. Deposits to the fund have decreased over the last several years, a trend that has been exacerbated by the COVID-19 pandemic, thereby causing instability to the Domestic Violence Special Fund.

On October 4, 2022, your Board approved the Fiscal Year (FY) 2022-23 Adopted Budget reflecting \$3.1 million in funding for each year to stabilize, sustain and expand DVSBP services. Public Health is returning to your Board for approval to execute amendments to DVSBP services contracts to include the additional funding for FY

2022-23 as the amount of the increase exceeds our current delegated authority approved by your Board on May 18, 2021.

Approval of Recommendation 1 will allow Public Health to execute amendments to the contract to increase FY 2022-23 funding and extend the term through June 30, 2025.

Approval of Recommendation 2 will allow Public Health to execute amendments to extend; provide an increase or decrease in funding up to 75 percent above or below the annual base maximum obligation and make corresponding service adjustments, as necessary, and make other necessary modifications.

Approval of Recommendation 3 will allow Public Health to execute change notices to the contracts that permit non-material and/or ministerial modifications to the contracts' terms and conditions.

Approval of Recommendation 4 will allow Public Health to immediately suspend contracts with contractors who fail to perform and/or fully comply with program requirements, to terminate contracts for convenience by providing a 30-calendar day advance written termination notice to contractors, and to accept notices from contractors who voluntarily request to terminate their contract(s).

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The Domestic Violence Special Fund fee of \$23 per marriage license and two-thirds of fees collected from convicted batterers are deposited into the Domestic Violence Special Fund, which is used to partially finance DVSBP services.

The total cost for the 18 recommended amendments is \$9,143,758 (\$957,000 for FY 2022-23 and \$8,186,758 for FYs 2023-25) as detailed in Attachment A; and is fully offset by the Domestic Violence Special Fund and ongoing support funding received in Public Health's FY 2022-23 Final Adopted Budget.

Funding for these contracts is included in Public Health's FY 2022-23 Final Adopted Budget and will be requested in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

For several years, your Board has approved contracts with qualified agencies to provide DVSBP services.

On May 29, 2018, your Board approved the transfer of administrative responsibility for the DVSBP contracts from the Department of Public Social Services (DPSS), effective

July 1, 2018. Since then, Public Health has been overseeing the implementation of the DVSBP services contracts.

The contracts include provisions that require confidentiality of all records and maintenance of all information related to the services in accordance with all applicable County, State, and federal regulations.

As required by Board Policy 5.100, your Board was notified on August 25, 2022, of Public Health's intent to request your Board's approval to extend the term of 18 DVSBP services sole source contracts through June 30, 2025, for the continuation of emergency shelter services for victims of DV and their minor children residing in LAC.

Additionally, as required under Board Policy 5.120, your Board was notified on January 6, 2023, of Public Health's request to increase or decrease funding up to 75 percent above or below each term's annual base maximum obligation. The ability to increase or decrease funding up to 75 percent will allow Public Health to make necessary funding adjustments based on funding availability and service need.

Attachment A identifies the 18 contractors, funding information, SDs served, and the number of shelters per contractor. Attachment B is the Sole Source Checklist signed by the CEO.

County Counsel has reviewed and approved Exhibit I as to use.

CONTRACTING PROCESS

On October 9, 2012, DPSS released a Request for Statement of Qualifications to solicit for DVSBP services, as required under Los Angeles County Code, Chapter 2.121 et seq. Subsequently, on June 4, 2013, your Board approved the execution of 18 DVSBP contracts.

On May 29, 2018, your Board approved DPSS to execute contract amendments to extend the term effective July 1, 2018, through June 30, 2019.

On May 14, 2019, your Board approved Public Health to execute amendments to the contracts to extend the term for through June 30, 2020, and delegated authority to further extend the contracts through June 30, 2021.

On June 15, 2020, Public Health exercised delegated authority approved by your Board on May 14, 2019, to execute amendments to the 18 DVSBP contracts to extend the term through June 30, 2021.

On May 18, 2021, the CEO approved, by Board delegated authority, Public Health to execute sole source contract amendments to the 18 DVSBP services contracts to extend the term through June 30, 2022, and delegated authority to further extend the contracts through June 30, 2023.

The Honorable Board of Supervisors

February 7, 2023

Page 5

On February 24, 2022, Public Health exercised delegated authority approved by the CEO on behalf of your Board on May 18, 2021, and executed amendments to the 18 DVSBP contracts to extend the term through June 30, 2023.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue to provide DVSBP services to victims of DV and their minor children residing in LAC.

Respectfully submitted,

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

BF:at
#06699

Enclosures

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

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
DOMESTIC VIOLENCE SHELTER-BASED PROGRAM SERVICES**

JULY 1, 2022 - JUNE 30, 2023

(Table 1)

No.	CONTRACT NUMBER	CONTRACTOR	NUMBER OF SHELTERS BY SUPERVISORIAL DISTRICT					NUMBER OF SHELTERS	SERVICE PLANNING AREA SERVED	ORIGINAL FUNDING JULY 1, 2022 - JUNE 30, 2023	RECOMMENDED FUNDING INCREASE FOR PERIOD EFFECTIVE MARCH 1, 2023-JUNE 30,2023		REVISED TOTAL FUNDING JULY 1, 2022 - JUNE 30, 2023	
			1	2	3	4	5							
1	PH-003565	1736 Family Crisis Center		2		2		4	4, 8	\$ 168,604	\$ 132,000	\$	300,604	
2	PH-003566	Antelope Valley DV Council					1	1	1	\$ 42,151	\$ 33,000	\$	75,151	
3	PH-003568	Center For The Pacific Asian Family, Inc.			1	1		2	4	\$ 84,302	\$ 66,000	\$	150,302	
4	PH-003569	Child and Family Center					1	1	2	\$ 42,151	\$ 33,000	\$	75,151	
5	PH-003570	East LA Women's Center	1					1	4	\$ 42,151	\$ 33,000	\$	75,151	
6	PH-003571	Haven Hills, Inc.			2			2	3	\$ 84,302	\$ 66,000	\$	150,302	
7	PH-003572	House of Ruth, Inc.	2					2	3	\$ 84,302	\$ 66,000	\$	150,302	
8	PH-003573	Interval House				1		1	8	\$ 42,151	\$ 33,000	\$	75,151	
9	PH-003574	Jenesse Center		2				2	6	\$ 84,302	\$ 66,000	\$	150,302	
10	PH-003575	Jewish Family Service of Los Angeles			2			2	2	\$ 84,302	\$ 66,000	\$	150,302	
11	PH-003576	The People Concern		1	1			2	5	\$ 84,302	\$ 66,000	\$	150,302	
12	PH-003577	Rainbow Services, Ltd.				2		2	8	\$ 84,302	\$ 66,000	\$	150,302	
13	PH-003578	South Asian Helpline & Referral Agency				1		1	8	\$ 42,151	\$ 33,000	\$	75,151	
14	PH-003579	Su Casa~ Ending Domestic Violence				2		2	8	\$ 84,302	\$ 66,000	\$	150,302	
15	PH-003580	Women and Children's Crisis Shelter, Inc.				1		1	7	\$ 42,151	\$ 33,000	\$	75,151	
16	PH-003581	Women Shelter of Long Beach				1		1	8	\$ 42,151	\$ 33,000	\$	75,151	
17	PH-003582	YWCA of Glendale and Pasadena					1	1	2	\$ 42,151	\$ 33,000	\$	75,151	
18	PH-003583	YWCA of San Gabriel Valley	1					1	3	\$ 42,151	\$ 33,000	\$	75,151	
			4	5	6	11	3	29						
			Total Number of Shelters					29						
TOTAL MAXIMUM OBLIGATION:										\$ 1,222,379	\$	957,000	\$	2,179,379

Note: Current allocation by shelter is \$42,151. This action will add \$33,000 per site, for a total of \$75,151 per shelter site effective March 1, 2023, through June 30, 2023.

BL#06699

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
DOMESTIC VIOLENCE SHELTER BASED PROGRAM SERVICES

JULY 1, 2023 - JUNE 30, 2025

(Table 2)

No.	CONTRACT NUMBER	CONTRACTOR	NUMBER OF SHELTERS BY SUPERVISORIAL DISTRICT					NUMBER OF SHELTERS	SUPERVISORIAL DISTRICT SERVED	SERVICE PLANNING AREA SERVED	TOTAL FUNDING FISCAL YEAR 2023-2024	TOTAL FUNDING FISCAL YEAR 2024-2025	TOTAL FOR FISCAL YEARS 2023-2025
			1	2	3	4	5						
1	PH-003565	1736 Family Crisis Center		2		2		4	2,4	4, 8	\$ 564,604.00	\$ 564,604.00	\$ 1,129,208.00
2	PH-003566	Antelope Valley DV Council					1	1	5	1	\$ 141,151.00	\$ 141,151.00	\$ 282,302.00
3	PH-003568	Center For The Pacific Asian Family, Inc. (CPAF)			1	1		2	3,4	4	\$ 282,302.00	\$ 282,302.00	\$ 564,604.00
4	PH-003569	Child and Family Center					1	1	5	2	\$ 141,151.00	\$ 141,151.00	\$ 282,302.00
5	PH-003570	East LA Women's Center	1					1	1	4	\$ 141,151.00	\$ 141,151.00	\$ 282,302.00
6	PH-003571	Haven Hills, Inc.						2	3	3	\$ 282,302.00	\$ 282,302.00	\$ 564,604.00
7	PH-003572	House of Ruth, Inc.	2					2	1	3	\$ 282,302.00	\$ 282,302.00	\$ 564,604.00
8	PH-003573	Interval House				1		1	4	8	\$ 141,151.00	\$ 141,151.00	\$ 282,302.00
9	PH-003574	Jenesse Center		2				2	2	6	\$ 282,302.00	\$ 282,302.00	\$ 564,604.00
10	PH-003575	Jewish Family Service of Los Angeles			2			2	3	2	\$ 282,302.00	\$ 282,302.00	\$ 564,604.00
11	PH-003576	The People Concern		1	1			2	2,3	5	\$ 282,302.00	\$ 282,302.00	\$ 564,604.00
12	PH-003577	Rainbow Services, Ltd.				2		2	4	8	\$ 282,302.00	\$ 282,302.00	\$ 564,604.00
13	PH-003578	South Asian Helpline & Resource Agency (SAHARA)				1		1	4	8	\$ 141,151.00	\$ 141,151.00	\$ 282,302.00
14	PH-003579	Su Casa~ Ending Domestic Violence				2		2	4	8	\$ 282,302.00	\$ 282,302.00	\$ 564,604.00
15	PH-003580	Women and Children's Crisis Shelter, Inc.				1		1	4	7	\$ 141,151.00	\$ 141,151.00	\$ 282,302.00
16	PH-003581	Women Shelter of Long Beach				1		1	4	8	\$ 141,151.00	\$ 141,151.00	\$ 282,302.00
17	PH-003582	YWCA of Glendale and Pasadena					1	1	5	2	\$ 141,151.00	\$ 141,151.00	\$ 282,302.00
18	PH-003583	YWCA of San Gabriel Valley	1					1	1	3	\$ 141,151.00	\$ 141,151.00	\$ 282,302.00
			4	5	6	11	3	29					
			TOTAL NUMBER OF SHELTERS					29					
			TOTAL MAXIMUM OBLIGATION								\$ 4,093,379.00	\$ 4,093,379.00	\$ 8,186,758.00

Note: Available FY funding/number of shelters = \$141,151 per shelter

BL#06699

SOLE SOURCE CHECKLIST

Department Name: Public Health

☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

6/4/2013

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input 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 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.
<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.

Erika Bonilla
Chief Executive Office

1/17/23

Date

**DEPARTMENT OF PUBLIC HEALTH
DOMESTIC VIOLENCE SHELTER-BASED PROGRAM SERVICES**

Amendment No. X

THIS AMENDMENT is made and entered into on _____,

by and between COUNTY OF LOS ANGELES (hereafter
("County"),
and **CONTRACTOR NAME**
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "DOMESTIC VIOLENCE SHELTER-BASED PROGRAM SERVICES," dated XXXX X, 20XX, further identified as Contract Number PH-00XXXX, and any Amendments thereto (all hereafter "Contract"); and

WHEREAS, on February 7, 2023, the County's Board of Supervisors authorized the Director of Public Health, or designee, to execute amendments to the Contract; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to increase the maximum obligation of the County for fiscal year (FY) 2022-23 and to extend the term through June 30, 2025, for the continued provision of Domestic Violence Shelter-Based Program Services, and make other hereafter designated changes; and

WHEREAS, said Contract provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Contract.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment is hereby incorporated into the original Contract, and all of its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
2. This Amendment is effective upon execution for the period of March 1, 2023, through June 30, 2025.
4. **Section 4.0, TERM OF CONTRACT, subsection 4.1**, is deleted in its entirety and replaced as follows:

“4.1 This Contract is effective July 1, 2013. This Contract shall expire on June 30, 2025, unless sooner extended or terminated, in whole or in part, as provided herein.”

5. **Section 5.0, CONTRACT SUM/COMPENSATION, subsection 5.1**, is deleted in its entirety and replaced as follows:

“5.1 The maximum contract amount is XXX,XXX dollars (\$). The County shall not be liable in any event for payment in excess of this maximum amount. Should the funds available for the DVSBP change, the County may change the annual maximum contract amount. The annual maximum for such years shall be set forth by amendment. In determining the amount, the Director shall take into consideration the number of Contracts participating in the DVSBP, the total funds available for DVSBP for the year and any other relevant factors in determining the annual contract amount.

The annual maximum amount for each shelter for fiscal year (FY) 2013-14 is \$XXXX.

The annual maximum amount for each shelter for FY 2014-15 is \$XXXX.

The annual maximum amount for each shelter for FY 2015-16 is \$XXXX.

The annual maximum amount for each shelter for FY 2016-17 is \$XXXX.

The annual maximum amount for each shelter for FY 2017-18 is \$XXXX.

The annual maximum amount for each shelter for FY 2018-19 is \$XXXX.

The annual maximum amount for each shelter for FY 2019-20 is \$XXXX.

The annual maximum amount for each shelter for FY 2020-21 is \$XXXX.

The annual maximum amount for each shelter for FY 2021-

22 is \$XXXX.

The annual maximum amount for each shelter for FY 2022-23 is \$XXXX.

The annual maximum amount for each shelter for FY 2023-24 is \$XXXX.

The annual maximum amount for each shelter for FY 2024-25 is \$XXXX.

Fiscal Year Allocation Table								
Fiscal Year	Shelter	Supervisorial District					Subtotal	Total Contract Funding
		1	2	3	4	5		
2013-14	Shelter 1						\$0	
	Shelter 2						\$0	
	Shelter 3						\$0	
	Shelter 4						\$0	\$0
2014-15	Shelter 1						\$0	
	Shelter 2						\$0	
	Shelter 3						\$0	
	Shelter 4						\$0	\$0
2015-16	Shelter 1						\$0	
	Shelter 2						\$0	
	Shelter 3						\$0	
	Shelter 4						\$0	\$0
2016-17	Shelter 1						\$0	
	Shelter 2						\$0	
	Shelter 3						\$0	
	Shelter 4						\$0	\$0
2017-18	Shelter 1						\$0	
	Shelter 2						\$0	
	Shelter 3						\$0	
	Shelter 4						\$0	\$0
2018-19	Shelter 1						\$0	
	Shelter 2						\$0	
	Shelter 3						\$0	
	Shelter 4						\$0	\$0
2019-20	Shelter 1						\$0	
	Shelter 2						\$0	
	Shelter 3						\$0	
	Shelter 4						\$0	\$0
2020-21	Shelter 1						\$0	
	Shelter 2						\$0	
	Shelter 3						\$0	
	Shelter 4						\$0	\$0
2021-22	Shelter 1						\$0	
	Shelter 2						\$0	
	Shelter 3						\$0	
	Shelter 4						\$0	\$0
2022-23	Shelter 1						\$0	
	Shelter 2						\$0	
	Shelter 3						\$0	
	Shelter 4						\$0	\$0
2023-24	Shelter 1						\$0	
	Shelter 2						\$0	
	Shelter 3						\$0	
	Shelter 4						\$0	\$0
2024-25	Shelter 1						\$0	
	Shelter 2						\$0	
	Shelter 3						\$0	
	Shelter 4						\$0	\$0
Total Maximum Obligation of Contract								
								\$0"

6. **Section 5.0, CONTRACT SUM/COMPENSATION, subsection 5.9, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS,** is deleted in its entirety and replaced as follows:

“5.9 FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS

- A. Upon Director’s specific written approval, as authorized by the County’s Board of Supervisors, County may increase or decrease funding up to 75 percent (75%) above or below each term’s annual base maximum obligation.

All funding adjustments and reallocation as allowed under this subsection may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County’s Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County’s Board of Supervisors. Any change to the County maximum obligation or reallocation of funds, which may include adjustments to funding distributions between County Supervisorial Districts in this Contract shall be effectuated by an amendment to this Contract pursuant to the CHANGES AND AMENDMENT OF TERMS Section of the Contract. Any non-material and/or ministerial revisions to the budget(s), as reflected in the Fiscal Year Allocation Table in subsection 5.1, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the CHANGES AND AMENDMENT OF TERMS Section of this Contract.

- B. County and Contractor shall review Contractor’s expenditures and commitments to utilize any funds which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor’s expenditures and commitments of such funds during such fiscal year or other applicable time period.”

7. **Section 8.0, STANDARD TERMS AND CONDITIONS, subsection 8.8, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS,** is deleted in its entirety and replaced as follows:

“8.8 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.8.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) 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/GROW participants by job category to Contractor. Contractor must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV; and DPSS will refer qualified GAIN/GROW job candidates.

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

8. **Section 8.0, STANDARD TERMS AND CONDITIONS, subsection 8.12, COUNTY'S QUALITY ASSURANCE PLAN**, is deleted in its entirety and replaced as follows:

"8.12 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant, or continuing, and that may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors, 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 Contract or impose other penalties as specified in this Contract."

9. **Section 8.0, STANDARD TERMS AND CONDITIONS, subsection 8.17, FORCE MAJEURE**, is deleted in its entirety and replaced as follows:

"8.17 FORCE MAJEURE

8.17.1 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, epidemics, 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").

8.17.2 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.

8.17.3 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."

10. **Section 8.0, STANDARD TERMS AND CONDITIONS, subsection 8.25, NONDISCRIMINATION AND AFFIRMATIVE ACTION**, is deleted in its entirety and replaced as follows:

"8.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.25.1 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.

8.25.2 Contractor certifies to the County each of the following:

- A. Contractor has a written policy statement prohibiting discrimination in all phases of employment.

- B. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- C. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- D. 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.

8.25.3 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 must include, 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.

8.25.4 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.

8.25.5 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.

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

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

8.25.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, 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 Contract.”

11. **Section 8.0, STANDARD TERMS AND CONDITIONS, subsection 8.39, TERMINATION FOR DEFAULT**, is deleted in its entirety and replaced as follows:

“8.39 TERMINATION FOR DEFAULT

8.39.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgement of County’s Project Director:

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

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

8.39.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, 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 the 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, the 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.

8.39.4 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.

8.39.5 The rights and remedies of County provided in this Paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract."

12. **Section 8.0, STANDARD TERMS AND CONDITIONS, subsection 8.40, TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION,** is deleted in its entirety and replaced as follows:

“8.40 TERMINATION FOR IMPROPER CONSIDERATION

8.40.1 County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension this Contract, or making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.40.2 Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.40.3 Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.”

13. **Section 8.0, STANDARD TERMS AND CONDITIONS, subsection 8.53, COMPLIANCE WITH CIVIL RIGHTS LAW,** is deleted in its entirety and replaced as follows:

“8.53 COMPLIANCE WITH CIVIL RIGHTS LAW

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (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 Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

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

Contractor shall comply with Attachment I – Contractor’s EEO Certification.”

- 14. **Section 8.0, STANDARD TERMS AND CONDITIONS, subsection 8.54, DATA ENCRYPTION**, is deleted in its entirety.
- 15. **Section 9.0, UNIQUE TERMS AND CONDITIONS, subsection 9.9**, is added to read as follows:

“9.9 INJURY AND ILLNESS PREVENTION PROGRAM

Contractor will be required to comply with the State of California’s Cal OSHA’s 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.”

- 16. Except for the changes set forth hereinabove, all terms and conditions of the Contract shall remain the same.

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

COUNTY OF LOS ANGELES

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

Contractor

By _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
DAWYN HARRISON
Interim County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

BL#06699:at

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