



## **HEALTH AND MENTAL HEALTH CLUSTER AGENDA REVIEW MEETING**

**DATE:** Wednesday, January 24, 2024

**TIME:** 11:30 A.M.

**THIS MEETING WILL BE HELD IN A HYBRID FORMAT WHICH ALLOWS THE PUBLIC TO PARTICIPATE VIRTUALLY, OR IN-PERSON, AS PERMITTED UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023, ORDER, WHICH SUSPENDED THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024.**

**To participate in the meeting in-person, the meeting location is:**

**VERMONT CORRIDOR**

**510 SOUTH VERMONT AVENUE, LOS ANGELES, CA 90020**

**PRESS ROOM ON 9<sup>TH</sup> FLOOR (ROOM 9K02)**

**To participate in the meeting virtually, please call teleconference number:**

**1 (323) 776-6996 and enter the following: 403 234 317# or [Click here to join the meeting](#)**

### **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.**

#### **12:30 P.M. NOTICE OF CLOSED SESSION**

#### **CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Subdivision d(1) of Government Code Section 54956.9)

*Sara Hough v. County of Los Angeles*

Los Angeles Superior Court Case No. 18STCV09247

Department of Mental Health

- 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. **DHS:** Request to Accept Compromise Offers of Settlement for Patients seen

under the Trauma Center Services Agreement

- b. DPH:** Approval to Execute Amendments to Two Master Agreement Work Orders for the Provision of Media Services Effective Various Terms (#07391)
- c. DPW/DHS/DMH:** Harbor-UCLA Medical Center Replacement Program-seeking Board approval to execute four construction change orders with Hensel Phelps Construction Company and execute agreements with the Los Angeles County Sanitation and Flood Control Districts.

**III. Presentation Item(s):**

- a. DPH:** Approval for Delegated Authority to Provide an Increase or Decrease in Funding up to Seventy-Five Percent for Two California Home Visiting Program Services Contracts (#07327)
- b. DPH:** Approval to Amend 56 Sole Source Core HIV Care Services Contracts to Extend the Term Effective March 1, 2024, through February 28, 2025 (#07401)

- 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

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/24/2024		
<b>BOARD MEETING DATE</b>	2/6/2024		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Department of Health Services (DHS)		
<b>SUBJECT</b>	REQUEST TO ACCEPT COMPROMISE OFFER OF SETTLEMENT FOR PATIENT SEEN UNDER THE TRAUMA CENTER SERVICE AGREEMENT.		
<b>PROGRAM</b>	Health Services		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Not Applicable		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	
	\$0.00	Not Applicable	
	TERMS (if applicable): Not Applicable		
	Explanation: There is no net cost to the County		
<b>PURPOSE OF REQUEST</b>	<p>Requesting Board approval for the acceptance of a compromise offer of settlement for a patient account that is unable to be paid in full. The payment will replenish the Los Angeles County Trauma Funds.</p> <p>The Board is being asked to authorize the Director, or designee, to accept the attached compromise offer of settlement, pursuant to Section 1473 of the Health and Safety Code. This will expedite the County's recovery of revenue totaling \$17,500.00 for medical care provided at Los Angeles Harbor UCLA MC.</p>		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The acceptance of the attached compromise settlement will help maximize net revenues and will help DHS meet its' budgeted revenue amounts.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: DHS, Virginia Perez, Associate Hospital Administrator II, (626) 525-6077 virperez@dhs.lacounty.gov County Counsel, Kelly Hassel, Deputy County Counsel, (213) 974-1803 khassel@counsel.lacounty.gov		

February 6, 2023

**DRAFT**

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:

**REQUEST TO ACCEPT COMPROMISE OFFER OF SETTLEMENT  
FOR PATIENT SEEN UNDER THE  
TRAUMA CENTER SERVICE AGREEMENT  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

To request the Los Angeles County (LA County) Board of Supervisors (Board) approval for the Director of Health Services (Director), or designee, to accept a compromise offer of settlement for a patient who received medical care at either a LA County facility and/or at a non-County operated facility under the Trauma Center Service Agreement. The compromise offer of settlement referenced below is not within the Director's authority to accept.

**IT IS RECOMMENDED THAT THE BOARD:**

Authorize the Director, or designee, to accept the attached compromise offer of settlement, pursuant to Section 1473 of the Health and Safety Code, for the patients who received medical care at Los Angeles Harbor UCLA Medical Center:

- Account Number 1035283941 in the amount of \$17,500.00 (Attachment I).

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

The compromise offer of settlement for this patient account is recommended because the patient is unable to pay the full amount of charges and the compromise offer represents the maximum amount the Department of Health Services (DHS) was able to negotiate or was offered.

It is in the best interest of LA County to approve the acceptance of the compromise offer, as it will enable the DHS to maximize net revenue on this account.

### **Implementation of Strategic Plan Goals**

The recommended action will support Strategy III.3 "Pursue for Operational Effectiveness, Fiscal Responsibility, and Accountability" of LA County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The approval will recover revenue totaling \$17,500.00 in charges.

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

Under LA County Code Chapter Section 2.76.046, the Director, or designee, has the authority to reduce patient account liabilities by the greater of i) \$15,000, or ii) \$75,000 or 50 percent of the account balance, whichever is less. Any reduction exceeding the Director's, or designee's, authority requires Board approval.

On January 15, 2002, the Board adopted an ordinance granting the Director, or designee, authority to compromise or reduce patient account liabilities when it is in the best interest of LA County to do so.

On November 1, 2005, the Board approved a revised ordinance granting the Director, or designee, authority to reduce, on an account specific basis, the amount of any liability owed to LA County which relates to medical care provided by third parties for which LA County is contractually obligated to pay and related to which LA County has subrogation or reimbursement rights. The revised ordinance was adopted by the Board on December 8, 2005.

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

Maximizing net revenues on patients who received medical care at LA County facilities will help DHS meet its budgeted revenue amounts.

The Honorable Board of Supervisors  
February 6, 2023  
Page 3

Respectfully submitted,

Christina R. Ghaly, M.D.  
Director

CRG:rs:vp

Enclosures

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

**DATA FOR COMPROMISE SETTLEMENT**

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES  
TRANSMITTAL 23-09-A

Amount of Aid	\$116,143.00	Account Number	1035283941
Amount Paid	\$0.00	Name	Adult Female
Balance Due	\$116,143.00	Service Date	09/27/23 – 10/04/23
Compromise Amount Offered	\$17,500.00	Facility	Harbor UCLA Medical Center
Amount to be Written Off	\$98,643.00	Service Type	Inpatient

**JUSTIFICATION**

The patient was treated at Harbor UCLA Medical Center at a total cost of \$116,143.00.

The patient was seen at Harbor UCLA Medical Center while visiting from another country and has since left the country. The patient in good faith and efforts wants to take responsibility for the cost of her care. Therefore, the patient has offered a settlement payment of \$17,500.00.

# BOARD LETTER/MEMO CLUSTER FACT SHEET

# DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/24/2024	
<b>BOARD MEETING DATE</b>	2/6/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Health	
<b>SUBJECT</b>	Approval to execute amendments to two Master Agreement Work Orders for the provision of media services effective various terms.	
<b>PROGRAM</b>	Division of HIV and STD Programs	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	ASAP to launch social marketing campaigns to spend down grant dollars for media activities	
<b>COST &amp; FUNDING</b>	Total cost:  Increase of \$3,601,145	Funding source: Health Resources and Services Administration (HRSA) EHE funds, Centers for Disease Control and Prevention (CDC) EHE funds and Tobacco Settlement Funds
	TERMS (if applicable): date of execution for the terms of July 1, 2023 through June 30, 2024 and March 1, 2023 through July 31, 2025.	
	Explanation: The increase in funding to MAWO Number PH-003516-W1 with Entercom California, LLC (Entercom), consists of \$301,145 for the term effective July 1, 2023 through June 30, 2024. The increase in funding to MAWO Number PH-003527-W2 with Rescue Agency Public Benefit, LLC (Rescue) is a total of \$3,300,000 consisting of \$300,000 for the term effective March 1, 2023 through February 29, 2024, increase of \$2,600,000 for the term effective March 1, 2024 through February 28, 2025, and an increase of \$400,000 for the term effective March 1, 2025 through July 31, 2025.	
<b>PURPOSE OF REQUEST</b>	To increase funding to two MAWOs, to support the launch of a PrEP campaign targeting African-Americans across wider geographic areas and to create a promotional campaign for the LA Condom website, purchase additional condoms to be distributed to partners throughout Los Angeles County, and partner with social media influencers related to condom availability and distribution. In addition, increase in funding will assist with the expansion of the Ryan White Program (RWP) informational and promotional campaigns intended to promote services for RWP eligible clients in targeted geographic areas with high HIV morbidity, develop and expand the geographic reach of syphilis campaigns, launch an educational campaign related to Doxy-PEP, a medication used to prevent the transmission of syphilis, gonorrhea, and chlamydia; and to update Public Health's GetProtectedLA and I'M+LA websites to be more interactive and user friendly.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The goal is to reduce new HIV and STD infections through the promotion of health equity, behavior change, and positive sexual health choices including the use of effective HIV and STD prevention and treatment methods, as well as supporting People Living With HIV in accessing HIV care related services.	



<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:</p> <p>Joshua Bobrowsky, Public Health Director Government Affairs,          (213) 288-7871  <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a></p> <p>Blaine McPhillips, Senior Deputy County Counsel          (213) 974-1920  <a href="mailto:BMcphillips@counsel.lacounty.gov">BMcphillips@counsel.lacounty.gov</a></p> <p>Mario Perez, Division of HIV and STD Programs          (213) 351-8001  <a href="mailto:mjperez@ph.lacounty.gov">mjperez@ph.lacounty.gov</a></p>



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

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

**ANISH P. MAHAJAN, M.D., M.S., M.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](http://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 6, 2024

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 AMENDMENTS TO TWO  
MASTER AGREEMENT WORK ORDERS FOR THE PROVISION OF MEDIA  
SERVICES EFFECTIVE VARIOUS TERMS  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute amendments to two Master Agreement Work Orders to increase funding for additional media services effective various terms.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute Amendment Number 13, to Master Agreement Work Order (MAWO) Number PH-003516-W1, with Entercom California, LLC (Entercom) for the provision of HIV and STD Social Marketing Media Services, substantially similar to Exhibit I, to increase the annual maximum obligation by \$301,145 from \$700,000 to \$1,001,145, for the period effective July 1, 2023, through June 30, 2024, 100 percent funded by Tobacco Settlement Funds (TSF), and Centers for Disease Control and Prevention (CDC), Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic (EHE) in the United States funds.
2. Approve and instruct the Director of the Public Health, or designee, to execute Amendment Number 2 to MAWO Number PH-003527-W2, with Rescue Agency Public Benefit, LLC (Rescue) for the provision of EHE Media Campaign Services, substantially similar to Exhibit I, to increase the total maximum obligation by

\$3,300,000, from \$2,516,667 to \$5,816,667, for the period effective March 1, 2023 through July 31, 2025, 100 percent funded by Health Resources and Services Administration (HRSA), EHE: A Plan for America - Ryan White Program (RWP) funds and TSF.

3. Delegate authority to the Director of Public Health, or designee, to execute future amendments to the MAWOs referenced in Recommendations 1 and 2, that extend the term through June 30, 2025, for MAWO Number PH-003527-W2 and July 31, 2027, for MAWO Number PH-003516-W1, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and contractor performance; provide an increase or decrease in funding up to 10 percent above or below each period's revised annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract period; update the statement of work and/or scope of work, as necessary, and/or corrections of errors in the contract's terms and conditions, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate any contract upon issuing a written notice to contractors who fail to perform and/or fully comply with Contract requirements; and to terminate contracts for convenience by providing a 30-calendar day advance written notice to Contractors.

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

Approval of Recommendation 1 will allow Public Health to increase funding to MAWO Number PH-003516-W1 with Entercom to support the launch of a PrEP campaign targeting African-Americans across wider geographic areas and to create a promotional campaign for the LA Condom website, purchase additional condoms to be distributed to partners throughout Los Angeles County (LAC), and partner with social media influencers related to condom availability and distribution.

Approval of Recommendation 2 will allow Public Health to increase funding to MAWO Number PH-003527-W2 with Rescue to support the expansion of the RWP informational and promotional campaigns intended to promote services for RWP eligible clients in targeted geographic areas with high HIV morbidity, develop and expand the geographic reach of syphilis campaigns, launch an educational campaign related to Doxy-PEP, a medication used to prevent the transmission of syphilis, gonorrhea, and chlamydia; and to update Public Health's GetProtectedLA and I'M+LA websites to be more interactive and user friendly.

Approval of Recommendation 3 will allow Public Health to execute amendments to MAWO PH-003516-W1 and MAWO PH-003527-W2, to extend the term; increase or decrease funding up to 10 percent above or below each period's annual base maximum obligation; update the statement of work and/or scope of work; and/or correct errors in the contract's terms and conditions, as necessary.

Approval of Recommendation 4 will allow Public Health to immediately suspend or terminate contracts with contractors who fail to perform and/or fully comply with program requirements, and to terminate contracts for convenience by providing a 30-calendar days' advance written notice to contractors.

### **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 cost to amend the two MAWOs is \$3,601,145, 100 percent funded by HRSA EHE, CDC EHE and TSF.

The increase in funding to MAWO Number PH-003516-W1 with Entercom, consists of \$301,145, increasing the maximum obligation from \$700,000 to \$1,001,145, for the period of July 1, 2023, through June 30, 2024.

The increase in funding to MAWO Number PH-003527-W2 with Rescue is a total of \$3,300,000, increasing the total maximum obligation from \$2,516,667 to \$5,816,667 for the periods of March 1, 2023, through July 31, 2025.

There is no net County cost associated with this action.

Funding is included in Public Health's Adopted Budget for fiscal year (FY) 2023-24 and will be included in future FYs as necessary.

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

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

### **CONTRACTING PROCESS**

#### **Entercom**

On June 5, 2019, I notified your Board that I was exercising delegated authority for Public Health to enter into a new MAWO PH-003516-W1 with Entercom for the provision of HIV and STD Social Marketing services, as a result of a MAWO solicitation, in the amount of \$2,400,000 for the period effective July 1, 2019, through June 30, 2022.

On June 16, 2020, I notified your Board that I was exercising delegated authority to amend MAWO PH-003516-W1 with Entercom to increase the annual funding by \$100,000, increasing the annual maximum obligation from \$1,000,000 to \$1,100,000 for

the period of July 1, 2019, through June 30, 2020, for a bulk purchase supply of condoms to be distributed to DHSP-funded community providers to promote positive sexual health choices.

On June 29, 2022, I notified your Board that I was exercising delegated authority to amend MAWO PH-003516-W1 with Entercom, to extend the period for 12 months effective July 1, 2022, through June 30, 2023, at an annual maximum obligation of \$700,000.

On April 19, 2023, I notified your Board that I was exercising delegated authority to amend MAWO PH-003516-W1 with Entercom to increase the annual funding by \$70,000, increasing the annual maximum obligation from \$700,000 to \$770,000, for the term effective July 1, 2022, through June 30, 2023, to support operating costs, outreach materials, advertising, and marketing costs to support the Don't Think Know campaign, and for creative design adjustments across the various campaigns.

On June 27, 2023, I notified your Board that I was exercising delegated authority to amend MAWO PH-003516-W1 with Entercom, to extend the term for an additional 12 months effective July 1, 2023, through June 30, 2024, at an annual maximum obligation of \$700,000.

### Rescue

On February 6, 2023, I notified your Board that I was exercising delegated authority for Public Health to enter into a new MAWO Number PH-003527-W2, with Rescue, as a result of a MAWO solicitation for the provision of Ending the HIV Epidemic Media Campaign Services in the amount of \$2,416,667, effective May 16, 2023, through July 31, 2025.

On November 14, 2023, I notified your Board that I was exercising delegated authority to amend MAWO PH-003527-W2, with Rescue to increase the annual funding by \$100,000, increasing the annual maximum obligation from \$1,000,000 to \$1,100,000, for the term effective March 1, 2023, through February 29, 2024, to purchase additional ad space for social marketing campaigns as part of the continued implementation of EHE activities for RWP eligible clients in targeted areas of LAC.

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

Approval of the recommended actions will allow Public Health to support additional HIV and STD media campaigns as part of the continued implementation of RWP and EHE activities in LAC.

The Honorable Board of Supervisors  
February 6, 2024  
Page 5

Respectfully submitted,

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

BF:kg  
BL:#07391

Enclosures

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

**SCOPE OF WORK**  
**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**HIV AND STD SOCIAL MARKETING SERVICES**

**SERVICE TERM 3: July 1, 2023 to June 30, 2024**

TASK	OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	DELIVERABLES	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<b>Design and Create</b>				
1	Design and Create Graphics and Messaging for Comprehensive Media Campaigns and Coordinate Media Campaigns	<ol style="list-style-type: none"> <li>Develop new images and/or messaging to compliment/update existing creative for existing media campaigns</li> <li>Ensure all graphic designs, creative, and messaging is culturally and linguistically appropriate and relevant to the target audience(s)</li> <li>All designs created should be available, as requested by DHSP, in formats for use in, but not limited to: <ol style="list-style-type: none"> <li>Social media platforms</li> <li>Website platforms</li> <li>Print</li> <li>Collateral elements</li> <li>Digital Advertising</li> <li>Mobile Advertising</li> <li>Audio Advertising</li> <li>Out of home advertising</li> </ol> </li> <li>Develop integrated marketing plans for campaigns to include but not limited to: <ol style="list-style-type: none"> <li>Get PrEP LA website</li> <li>PrEP campaign targeting African-Americans</li> <li>LA Condom</li> <li>STD Campaign</li> <li>Syphilis in Women</li> <li>HIV/AIDS Strategy (LACounty.HIV)</li> <li>I Know (DontThinkKnow.org)</li> </ol> </li> </ol>	<p>Deliverables to include but not limited to:</p> <ol style="list-style-type: none"> <li>Initial planning meetings</li> <li>Brainstorming meetings</li> <li>Graphic design</li> <li>Assist in focus group development and engagement</li> <li>Youth engagement <ul style="list-style-type: none"> <li>When applicable, engage youth in meaningful activities related to the planning, design and implementation of any youth related media messaging/campaigns</li> </ul> </li> <li>Marketing plans with specific social marketing strategies for identified target audiences</li> <li>Campaign asset development to include but not limited to: <ul style="list-style-type: none"> <li>Photo shoot for campaign(s) - to provide at a minimum 10 final images for campaign use</li> <li>Videography for campaign(s) - to provide at a minimum short videos (5 minutes or less) for use in social media and on You Tube</li> </ul> </li> <li><b>Updated campaign message development as requested by LA County to support existing programs. To include but not limited to:</b> <ul style="list-style-type: none"> <li>Get PrEP LA website</li> <li>PrEP campaign targeting African-Americans</li> <li><b>LA Condom</b></li> <li><b>STD Campaign</b> <ul style="list-style-type: none"> <li>Contractor to provide a minimum of three (3) unique design/message drafts to choose from per deliverable, to keep messaging relevant across campaigns.</li> </ul> </li> </ul> </li> <li>Public Service Announcement (PSAs) for (1) campaign – to provide at a minimum 4 PSAs</li> </ol>	<ol style="list-style-type: none"> <li>Campaigns - Drafts to be submitted to program manager for review and final choices and approvals within 30 days of initial planning meetings, unless otherwise specified by program manager or new drafts to be submitted to program manager for review and final choices and approvals within 60 days of initial planning meeting, unless otherwise specified by program manager. To Include but not limited to: <ul style="list-style-type: none"> <li>12 high quality images for campaign use</li> <li>4-6 videos for campaign use</li> <li>5 PSAs for campaign use</li> </ul> </li> <li>Final updated marketing plan detailing coordination of maximum six (6) campaigns provided 60 days into service term once approved by LA County</li> <li>All final versions to be supplied to DHSP in layered and JPEG files</li> </ol>

**SCOPE OF WORK**  
**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**HIV AND STD SOCIAL MARKETING SERVICES**

**SERVICE TERM 3: July 1, 2023 to June 30, 2024**

TASK	OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	DELIVERABLES	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2	Website Development and Maintenance	<ol style="list-style-type: none"> <li>Host existing website and maintain updated content and images for: <ol style="list-style-type: none"> <li>Getprepla.com</li> <li>PrEP campaign targeting African-Americans</li> <li>LACondom.com</li> <li>Lacounty.hiv</li> </ol> </li> <li>Update content to include, but not be limited to: <ol style="list-style-type: none"> <li>Relevant content</li> <li>Relevant videos and or photos</li> <li>Banner / icon images</li> <li>Current marketing initiatives</li> <li>Other content as needed</li> </ol> </li> </ol>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>Renew website hosting and URL names for LACondom.com, LACounty.hiv, websites with registration and control of the domain name to the County of Los Angeles</li> <li>Keep all websites updated with fresh content as needed, at a minimum monthly on each website</li> <li>Ensure identical updates made on Spanish website versions</li> <li>Provide monthly report on website activities including: <ul style="list-style-type: none"> <li>Traffic summary</li> <li>Summary of content added/changed/deleted</li> <li>Screen shots/documentation</li> <li>Community outreach updates</li> <li>Maintenance of brand integrity</li> <li>Mirror work done on Spanish site(s)</li> </ul> </li> </ul>	<ol style="list-style-type: none"> <li>Maintenance of websites is conducted at a minimum, monthly</li> <li>Monthly activity report on all websites</li> <li>Raw data from sites for DHSP evaluation</li> </ol>
3	Evaluation	<p>Update the evaluation plan for the following campaigns to include but not limited to:</p> <ol style="list-style-type: none"> <li>Get PrEP LA</li> <li>LA Condom</li> <li>STD Campaign</li> <li>Syphilis in Women</li> <li>HIV/AIDS Strategy (EHE)</li> <li>PrEP campaign targeting African-Americans</li> </ol>	<p>Deliverables to include:</p> <ol style="list-style-type: none"> <li>Evaluation plan</li> </ol>	<ol style="list-style-type: none"> <li>Updated evaluation plan to be provided ongoing throughout fiscal</li> <li>Final report of Evaluation plan findings by 30 days after contract completion</li> </ol>
<b>Media Planning and Buying</b>				
4	Media Planning	<p>Update comprehensive media strategy to include but not limited to:</p> <ol style="list-style-type: none"> <li>Media to be purchased</li> <li>Timeline</li> <li>Budget</li> </ol>	<p>Deliverables may include:</p> <ol style="list-style-type: none"> <li>Assistance updating media strategy, timeline, and budget for DHSP approval no more than 60 days into contract term</li> <li>Submit draft media placement plan to DHSP for approval</li> </ol>	<ol style="list-style-type: none"> <li>DHSP approved updated media strategy, timeline, and budget if assistance is requested</li> <li>DHSP approved media placement plan</li> </ol>



**SCOPE OF WORK**  
**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**HIV AND STD SOCIAL MARKETING SERVICES**

**SERVICE TERM 3: July 1, 2023 to June 30, 2024**

5	Media Buying	<ol style="list-style-type: none"> <li>1. Purchase media outlined in final media plan including, but not limited to: <ol style="list-style-type: none"> <li>a. Social media ads on Facebook, Instagram, Snapchat, and others as appropriate</li> <li>b. Dating app ads as appropriate</li> </ol> </li> </ol>	Deliverables may include: <ol style="list-style-type: none"> <li>a. Media purchase agreements</li> <li>b. Final media buys with approval by DHSP</li> <li>c. Final PSAs</li> </ol>	<ol style="list-style-type: none"> <li>i. Agreements and invoices for media purchased provided</li> <li>ii. Digital copies of media buys for media provided</li> <li>iii. Digital copies of PSAs provided</li> <li>iv. Placement summary report submitted monthly</li> </ol>
		<ol style="list-style-type: none"> <li>c. Out of home</li> <li>d. Broadcast</li> </ol> <ol style="list-style-type: none"> <li>2. Negotiate contracts for ads, develop ads, ensure ads are run by digital platform</li> </ol> Support DHSP's online survey with media buy		
6	Printing and Production	<ol style="list-style-type: none"> <li>1. Manage general print and production of all campaign-related promotional collateral including but not limited to: <ol style="list-style-type: none"> <li>a. T-shirts</li> <li>b. Printed pieces (brochures, cards, folders, etc.)</li> <li>c. Stickers</li> <li>d. Pins</li> <li>e. Event giveaways</li> <li>f. Signage</li> </ol> </li> </ol>	Deliverables to include but not limited to: <ol style="list-style-type: none"> <li>a. List of suggested quantities to DHSP for printing approval</li> <li>b. Production dates and timelines</li> <li>c. Proofs to DHSP for approval before production</li> <li>d. Final printing amount per item</li> <li>e. Samples of each piece of collateral</li> <li>f. Collateral materials for DHSP campaigns</li> </ol>	<ol style="list-style-type: none"> <li>i. DHSP approved list of quantities</li> </ol> Provided samples of collateral, amount of item per printing, and production dates and timelines, no later than three (3) months after the printing or production is completed

**SCOPE OF WORK**  
**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**HIV AND STD SOCIAL MARKETING SERVICES**

**SERVICE TERM 3: July 1, 2023 to June 30, 2024**

<b>Community Outreach</b>				
7	Partnership Marketing	<p>Expand and enhance messaging by engaging with community partners to include but not limited to:</p> <ol style="list-style-type: none"> <li>1. Work with DHSP to develop a list of CBO's, COH CC, EHE Steering Committee, vulnerable population CABs, Consumer Caucus, EHE community engagement contractor, crowd source creative, etc. to develop social marketing needs, plans, and resources.</li> <li>2. Work with DHSP to develop strategic plan for event outreach when applicable</li> </ol>	<p>Deliverables to include but not limited to:</p> <ol style="list-style-type: none"> <li>a. Target list of recommended community-based partnerships that can be accessible to provide (to include but not limited to) <ul style="list-style-type: none"> <li>• Insights on creative development</li> <li>• Graphic artist referrals</li> <li>• Focus Group participant recruitment</li> <li>• Distribution of marketing materials via their channels</li> <li>• Feedback on advertising strategies</li> </ul> </li> <li>b. Monthly report including: <ul style="list-style-type: none"> <li>• Summary of partners</li> <li>• Partnership integration</li> <li>• Photographs</li> <li>• Screen shots</li> <li>• Value-added</li> </ul> </li> <li>c. Enter into partnerships with 20 new businesses to distribute free condoms to residents, as part of the LA Condom Program</li> <li>d. Maintain partnerships with existing businesses distributing condoms</li> <li>e. Annual summary report of all partners</li> </ol>	<ol style="list-style-type: none"> <li>i. Listing of prospective partners and partnership details provided monthly</li> <li>ii. Minimum of 3 partnerships acquired by end of service term</li> <li>iii. Minimum of 20 new condom distributors by end of term</li> <li>iv. Monthly report provided</li> <li>v. Annual Summary report of partners submitted no later than 30 days past service term</li> </ol>

**SCOPE OF WORK**  
**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**HIV AND STD SOCIAL MARKETING SERVICES**

**SERVICE TERM 3: July 1, 2023 to June 30, 2024**

8	Grassroots Marketing	<ol style="list-style-type: none"> <li>1. Generate awareness of HIV/STD testing, treatment, and care among target audience by engaging and interacting with them at LA County-specific community-based events: including, but not limited to: <ol style="list-style-type: none"> <li>a. Pride events (Downtown, Black Pride)</li> <li>b. Health fair events</li> <li>c. Community gatherings</li> <li>d. Parades (LA Pride, Long Beach Pride, MLK, East LA, etc.)</li> </ol> </li> <li>2. Provide and train street teams that appeal to target audience(s) on brand messaging</li> <li>3. Coordinate street team appearances and distribute marketing collateral</li> </ol>	<p>Deliverables to include but not limited to:</p> <ol style="list-style-type: none"> <li>a. Target list of a minimum of 30 community-based events</li> <li>b. Street team training</li> <li>c. Calendar of approved appearances submitted monthly</li> <li>d. Work with DPH to secure on-site testing opportunities, when applicable.</li> <li>e. Event recaps to include at minimum: <ul style="list-style-type: none"> <li>• Approximate number of attendees</li> <li>• Demographic breakdown</li> <li>• Promotional materials</li> <li>• Collateral distribution</li> <li>• Event photographs</li> </ul> </li> <li>f. Contractor shall maintain on file and provide an electronic copy of any recap reports and provide DHSP Program Manager with a proposed timeline for events</li> </ol>	<ol style="list-style-type: none"> <li>i. Attended community-based events as requested when it supports campaign initiatives</li> <li>ii. DHSP approved calendar of appearances</li> <li>iii. Provide event recap report(s) of event(s) 30days after each event. should include training materials and anyfeedback</li> <li>iv. Submitted documentation of street team training brief provided to brand ambassadors in recap(s).</li> <li>v. Contractor shall maintain on file copies of applicable recap reports and provide DHSP Program Manager with a final copy of the DHSP approved timeline for meetings</li> </ol>
---	----------------------	---	---	--

TASK	OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	DELIVERABLES	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
9	Condom Distribution	<ol style="list-style-type: none"> <li>1. Purchase condoms and manage condom distribution and packaging plan throughout LA County utilizing existing vendor, ONE Condoms</li> <li>2. Utilize LACondom.com to promote and distribute condoms</li> <li>3. Maintain robust condom distribution program</li> <li>4. Contract with micro-influencers to create social media posts promoting condom use and HIV testing.</li> </ol>	<p>Deliverables to include:</p> <ol style="list-style-type: none"> <li>a. Purchase of condoms (subject to change) <ul style="list-style-type: none"> <li>• Purchase a minimum of two (2) million licensed condoms (ONECondom);</li> <li>• Provide special products to partners upon request, with DHSP approval (Lube, Dental Dams, Internal Condoms, etc)</li> <li>• A shipping strategy for the condoms to distribution sites</li> </ul> </li> <li>b. Update and maintain LACondom.com database</li> <li>c. Get new partnerships (see Partnership Marketing above)</li> </ol>	<ol style="list-style-type: none"> <li>i. Maintain documentation, such as a log of engagement with at least 20 new businesses and existing businesses on condom distribution by end of service term</li> <li>ii. Provide DHSP all databases of condom partners in original file format.</li> </ol>

**SCOPE OF WORK**  
**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**HIV AND STD SOCIAL MARKETING SERVICES**

**SERVICE TERM 3: July 1, 2023 to June 30, 2024**

<b>General</b>				
10	Invoicing	Submit monthly invoices and recap of marketing activities	Deliverables to include: a. Monthly invoice with recap of marketing activity, processed invoices, and value delivered to DHSP – one hard copy, one digital copy b. Final summary report of all invoices to be included in the Campaign Wrap Up Report – one hard copy, one digital copy	i. Monthly invoice submitted with requested information by the 15 <sup>th</sup> of the following month ii. Final summary report of all invoices in request format provided no later than 30 days past the service term
11	Campaign Wrap-Up Report	Develop a comprehensive Campaign Wrap-Up Report of program initiatives including but not limited to: 1. Website(s) click through report 2. Impressions/reach 3. Market value 4. Photographs 5. Publicity 6. Grassroots Marketing/Events 7. Partnership Marketing 8. Media (i.e. press, campaign, and promotional materials; out-of-home placements; broadcast placements; and public health detailing. 9. HIV Campaign summary report 10. STD Campaign summary report	Deliverables to include: a. One hard copy of program binder b. One digital copy of program binder	i. Campaign wrap-up report in requested format provided no later than 30 days past the service term

Master Agreement Number: PH-003516  
Work Order Number: PH-003516-W1

COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH  
MASTER AGREEMENT WORK ORDER  
FOR  
HIV AND STD SOCIAL MARKETING SERVICES  
MEDIA SERVICES  
ENTERCOM CALIFORNIA, LLC

Amendment Number 13

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

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

ENTERCOM CALIFORNIA, LLC  
(hereafter "Contractor").

WHEREAS, on July 3, 2018, the County and Contractor entered into Master Agreement Number PH-003516 to provide Media Services for the Department of Public Health (Public Health); and

WHEREAS, reference is made to Master Agreement Number PH-003516 and any amendments thereto (all referred to as "Master Agreement"), between County and Contractor; and

WHEREAS, on November 7, 2019, the County and Contractor entered into Master Agreement Work Order (MAWO) Number PH-003516-W1 to provide HIV and STD Social Marketing Services; and

WHEREAS, on July 3, 2018, the Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute amendments to MAWO Number PH-003516-W1; and

WHEREAS, it is the intent of the parties hereto to amend the MAWO to increase the budget in the amount of \$301,145 for the period of July 1, 2023 through June 30, 2024, to support operating costs for Syphilis outreach materials, advertising and marketing costs for the Pre-Exposure Prophylactic (PrEP) campaign and *Don't Think, Know* campaign, and creative design adjustments across the two campaigns, and make certain other modifications to the MAWO; and

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

WHEREAS, Contractor warrants that it continues to possess the competence, expertise, and personnel necessary to provide services consistent with the requirements of the MAWO.

NOW, THEREFORE, the parties agree as follows:

1. This amendment is effective upon execution for the period of July 1, 2023 through June 30, 2024.
2. Attachment B5, Scope of Work, is deleted in its entirety and replaced with Attachment B5-REVISED, Scope of Work, attached hereto and incorporated herein by reference, is added to the MAWO.
3. Schedule C5, Line-Item Budget, is deleted in its entirety and replaced

with Schedule C5-REVISED, Line-Item Budget, attached hereto and incorporated herein by reference. All references in the MAWO to "Schedule C5, Line-Item Budget" are deemed amended to state "Schedule C5-REVISED, Line-Item Budget".

4. Paragraph 6.0, FUNDING SOURCE, is deleted in its entirety and replaced as follows:

**"6.0 FUNDING SOURCE:**

Provision of services under this MAWO for HIV and STD Social Marketing Services are offset by the Centers for Disease Control and Prevention Integrated HIV Surveillance and Prevention Programs (CDC IHSPP) funds, Assistance Listing Number 93.940 and STD net County cost for the period of July 1, 2019 through June 30, 2020; CDC IHSPP funds for the period of July 1, 2020 through June 20, 2022; CDC IHSPP and Health Resources and Services Administration Ending the HIV Epidemic Plan for America (HRSA EHE) — Ryan White HIV/AIDS Program Parts A and B funds, Assistance Listing Number 93.686, for the period of July 1, 2022 through June 30, 2023, Federal Award Information for this MAWO is detailed in Attachment L, Notice of Federal Subaward Information; and CDC IHSPP, Health Resources and Services Administration Ending the HIV Epidemic Plan for America (HRSA EHE) — Ryan White HIV/AIDS Program Parts A and B funds, Assistance Listing Number 93.686, CDC Integrated HIV Programs for Health Departments to support Ending the HIV Epidemic in the United States (CDC EHE) funds, Assistance Listing Number 93.940, and Tobacco Settlement funds, for the period of July 1, 2023 through June 30, 2024, Federal Award Information for this MAWO is detailed in Attachment L.1-

REVISED Notice of Federal Subaward Information, attached hereto and incorporated herein by reference.”

5. Paragraph 7.0, MAXIMUM TOTAL COST AND PAYMENT, Subparagraph, 7.1 is deleted in its entirety and replaced as follows:

**“7.0 MAXIMUM TOTAL COST AND PAYMENT:**

7.1 Effective July 1, 2019 through June 30, 2024, the Maximum Total Cost that County will pay Contractor for all services provided under this MAWO for media services will not exceed \$4,271,145 comprised of: 1) \$1,100,000 funded by the Centers for Disease Control and Prevention Integrated HIV Surveillance and Prevention Programs (CDC IHSP) funds and STD net County cost for the period of July 1, 2019 through June 30, 2020; 2) \$700,000 funded by CDC IHSP funds for the period of July 1, 2020 through June 30, 2021; 3) \$700,000 funded by CDC IHSP funds for the period of July 1, 2021 through June 30, 2022, 4) \$770,000 funded by CDC IHSP and HRSA EHE funds for the period of July 1, 2022 through June 30, 2023; and 5) \$1,001,145 funded by CDC IHSP, CDC EHE, Tobacco Settlement funds, and HRSA EHE funds for the period of July 1, 2023 through June 30, 2024, as set forth in Attachments C (Schedule C1, Schedule C1.1-REVISED, Schedule C2, Schedule C3, Schedule C4, Schedule C4-REVISED, Schedule C5 and



Schedule C5-REVISED), Budgets, attached hereto and incorporated herein. Federal Award Information for this MAWO is detailed in Attachment L.1-REVISED, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference.”

6. Except for the changes set forth hereinabove, all terms and conditions of the MAWO will remain the same.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

ALL TERMS OF THE MASTER AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT WILL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS MAWO. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS MAWO ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT. REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
ENTERCOM CALIFORNIA, LLC  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Contracts and Grants Division Management

BL #07391:kg

**SCHEDULE C5-REVISED**  
**ENTERCOM CALIFORNIA, LLC**  
**HIV AND STD SOCIAL MARKETING SERVICES**

	<u>Budget Period</u> July 1, 2023 through <u>June 30, 2024</u>
Salaries	\$ 193,154
Employee Benefits	<u>\$ 34,594</u>
Total Employee Salaries and Benefits	\$ 227,748
Travel	\$ 0
Equipment	\$ 0
Supplies	\$407,364
Other	\$366,033
Consultant/Subcontractor	\$ 0
Indirect Costs*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 1,001,145

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	01/24/2024		
<b>BOARD MEETING DATE</b>	2/6/2024		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works, Health Services, Mental Health		
<b>SUBJECT</b>	CP Harbor-UCLA Medical Center Replacement Program, Approve Construction Change Orders, and Agreements with Los Angeles County Sanitation and Flood Control Districts		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Construction needs to commence, and agreements need to be executed in February 2024 to avoid delays to the Harbor-UCLA Medical Center (H-UCLA MC) Replacement Program Inpatient Tower.		
<b>COST &amp; FUNDING</b>	Total cost: \$10,000,000	Funding source: Project is debt-financed through short-term Notes, long-term Bonds, or a combination of both types of financing mechanisms. There is sufficient funding in the \$1,695,000,000 project budget approved by the Board on February 8, 2022, to cover the cost of the proposed change orders.	
	TERMS (if applicable): N/A		
	Explanation: N/A		
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to execute four construction change orders with Hensel Phelps Construction Company for the H-UCLA MC Replacement Program, and agreements with Los Angeles County Sanitation and Flood Control Districts.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>On February 8, 2022, the Board approved a revised total project budget of \$1,695,000,000 for the H-UCLA MC Replacement Program. On March 1, 2022, and June 8, 2022, the Board approved four total construction change orders with Hensel Phelps. Design and construction of the H-UCLA MC Replacement Program is ongoing and is on schedule to be completed by December 2027.</p> <p>Two of the four proposed change orders to Hensel Phelps' contract will transfer scope, which was previously planned as make-ready work to be carried out through Job Order or Low-Bid Contracts. This will facilitate the expedited demolition of existing buildings and construction and/or relocation of utilities and will avoid impacts to the program's schedule. The remaining two proposed change orders are design changes that include addition of infrastructure to support additional laboratory equipment as required for proper function of the laboratory program, and installation of site fencing to enhance campus security. The proposed agreements with Los Angeles County Sanitation and Flood Control Districts will allow construction to occur within their permanent easements.</p>		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The project will ensure that medical and mental health services continue to be provided to a community that has been historically underserved.		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 2 - Health Integration/Alliance for Health Integration by consolidating all inpatient and outpatient clinical and mental health services on the Harbor-UCLA Medical Campus.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a>		

February 6, 2024

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:

**CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
HARBOR-UCLA MEDICAL CENTER  
REPLACEMENT PROGRAM  
APPROVE CONSTRUCTION CHANGE ORDERS  
AUTHORIZE EXECUTION OF AGREEMENTS WITH  
LOS ANGELES COUNTY SANITATION AND FLOOD CONTROL DISTRICTS  
CAPITAL PROJECT NO. 67965  
(FISCAL YEAR 2023-24)  
(SUPERVISORIAL DISTRICT 2)  
(4 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to execute four construction change orders with Hensel Phelps Construction Company and execute agreements with the Los Angeles County Sanitation and Flood Control Districts for the Harbor-UCLA Medical Center Replacement Program.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the scope of work to be carried out by the proposed change orders is within the scope of the environmental impacts analyzed in the previously certified Final Environmental Impact Report and subsequent Addenda Nos. 1, 2, and 3 for the Harbor-UCLA Medical Center Campus Master Plan.
2. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with Hensel Phelps Construction Company, for a not-to-exceed amount of \$3,000,000, to construct irrigation systems along Medical Foundation Drive, South Drive, and Meyler Street.
3. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with Hensel Phelps Construction Company, for a not-to-exceed amount of \$2,000,000, for infrastructure to support additional Laboratory equipment.

4. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with Hensel Phelps Construction Company, for a not-to-exceed amount of \$1,900,000, for the design and construction of a security booth and security fencing around the Central Plant and Loading Dock.
5. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with Hensel Phelps Construction Company, for a not-to-exceed amount of \$1,700,000, to demolish buildings within the footprint of Inpatient Tower, including demolition of utilities serving the buildings.
6. Approve and delegate authority to the Chief Executive Officer or her designee to execute Buildover Agreements with the Los Angeles County Sanitation Districts to allow Public Works to construct portions of the Replacement Program over the permanent easement held by the Los Angeles County Sanitation Districts.
7. Approve and delegate authority to the Chief Executive Officer or her designee to execute Buildover Agreements with the Los Angeles County Flood Control District to allow Public Works to construct portions of the Replacement Program over the permanent easement held by the Los Angeles County Flood Control District.

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

Approval of the recommended actions will find that the scope of work in the proposed change orders is within the scope of the previously certified Final Environmental Impact Report (FEIR) and subsequent Addenda Nos. 1, 2, and 3; authorize Public Works to execute four change orders, for a total not-to-exceed amount of \$8,600,000 within the Board approved project budget of \$1,695,000,000, with Hensel Phelps Construction Company; and approve and authorize the Chief Executive Officer to execute agreements with the LA County Sanitation and Flood Control Districts to construct buildings that will encroach onto their permanent easements for the Harbor-UCLA Medical Center (H-UCLA MC) Replacement Program.

#### **Background**

Senate Bill 1953 mandates that all California General Acute-Care Hospitals meet structural and nonstructural seismic strengthening requirements by January 1, 2030. The H-UCLA MC Replacement Program will not only bring the hospital in compliance with the mandate but also consolidate inpatient and outpatient services into new buildings that optimize operational effectiveness, reduce operation and maintenance costs, provide outpatient facilities that accommodate planned patient visits, implement sustainability, and create a campus designed for the well-being of patients and staff. The program

includes construction of an Outpatient/Support Building; an Inpatient Tower Building with 346 inpatient beds, including 36 psychiatric beds, new psychiatric emergency department, and permanent rooftop helistop; a 1,500-stall above-grade parking structure; a new Central Utility Plant to serve new buildings under the jurisdiction of the California Department of Health Care Access and Information; a new Support Services Building for the campus Information Technology and Facilities staff; a new Regional Laboratory; and related make-ready work, such as new surface lots, 66-kilovolt electrical substation, 12-kilovolt electrical building, and tenant improvements.

On February 8, 2022, the Board approved a total project budget of \$1,695,000,000 for the H-UCLA MC Replacement Program. The project budget included a stipulated sum design-build contract with Hensel Phelps for a maximum not-to-exceed contract sum of \$1,238,179,000; inclusive of a \$1,112,179,000 stipulated sum contract plus a \$30,000,000 Design Completion Allowance and a \$96,000,000 Medical Equipment Allowance. The Board letter also delegated authority to the Director of Public Works or his designee to approve change orders for a maximum \$750,000 subject to the limits that the aggregate amount of all such delegated authority change orders does not exceed 25 percent of the original contract amount as set forth in Public Contract Code Section 20145.

On March 1, 2022, the Board approved the execution of a change order to Hensel Phelps, for a not-to-exceed amount of \$4,300,000, to procure and install the modular buildings for the proposed Department of Mental Health (DMH) Adult Outpatient Interim Facility Project under the total \$6,500,000 budget, which includes construction, make-ready work, and associated soft costs within the H-UCLA MC Replacement Program designated for DMH Outpatient Programs.

On June 14, 2022, the Board approved the execution of a change order to Hensel Phelps, for a not-to-exceed amount of \$6,000,000, to demolish buildings within the footprint of Parking Structure A, including the make-ready work of relocation of services within the respective buildings and relocation of utilities to maintain utility services to buildings that remain; the execution of a change order to Hensel Phelps, for a not-to-exceed amount of \$1,200,000, to demolish buildings within the footprint of Inpatient Tower, including demolition of utilities serving the buildings; and the execution of a change order to Hensel Phelps, for a not-to-exceed amount of \$4,000,000, to procure and install site offices for Public Works at Parking Lot V, including the make-ready work of abatement and demolition of the existing buildings on the site.

Design and construction of the H-UCLA MC Replacement Program is ongoing and on scheduled to be completed by August 2027.

**Proposed Change Orders:** The recommended actions will approve four construction change orders with Hensel Phelps within the Board-approved project budget of \$1,695,000,000 (see Enclosure A). Two of the four proposed change orders will transfer scope, which was previously planned as make-ready work to be carried out through low-bid or Job Order Contracts (JOC), to the Hensel Phelps' scope of work. One proposed change order completes the Laboratory Equipment programming and design, which had not been previously completed due to time restraints prior to the Request for Proposal being issued, and one proposed change order will incorporate user requests for added fencing that were made during the design development.

**New Irrigation Systems:** The proposed change order is for a \$3,000,000 not-to-exceed fee, and includes the installation of the irrigation main and branch piping along Medical Foundation Drive and South Drive/Meyler Street. This proposed change order will transfer scope, which was previously planned as make-ready work, to Hensel Phelps' scope of work. This will allow Hensel Phelps to install the irrigation systems during the course of their work in these areas. It will also avoid Hensel Phelps from having to protect the system in place if installed by the make ready contractor.

**Laboratory Equipment:** The proposed change order is for a \$2,000,000 not-to-exceed fee, and includes the design and construction of infrastructure, electrical, low voltage, medical gases, plumbing, mechanical, and seismic bracing, to support additional laboratory equipment that was not identified in the Criteria Documents. At the time of Criteria Document finalization, the Department of Health Services' (DHS) laboratory consultant had completed partial scoping of the services to be provided by the new laboratory building. The design completed by Hensel Phelps in conjunction with DHS identified additional testing and laboratory equipment required for full functionality of the laboratory. This proposed change order is an additional scope that will be funded via construction contingency.

**Security Fencing Around Central Plant and Loading Dock:** The proposed change order is for a \$1,900,000 not-to-exceed fee and includes the design and installation of a fence and gates around the Central Plant parking lot and adjacent Loading Dock, which will secure the Central Plant, Loading Dock, and associated parking lots allowing only staff and approved vendor access and increasing pedestrian safety. The entrance to the secure area will include a security booth with electrical, mechanical, and security camera and monitors. This proposed change order is an additional scope that will be funded via construction contingency.

**Inpatient Tower Enabling Work:** On June 14, 2022, the Board-approved a proposed change order for a \$1,200,000 not-to-exceed fee for design and construction services to demolish, abate, and clear the current site of Buildings D-4.5, D-5, D-5.5, D-6, and D-9 and associated utilities. Due to additional scope required, including unforeseen utility rerouting, the proposed change order will add to a \$1,700,000 not-to-exceed fee. This



proposed change order will transfer scope, which was previously planned as make-ready work to be carried out through JOC, to Hensel Phelps' scope of work. This will facilitate the expedited demolition of existing buildings and utilities and avoid impacts to the program's schedule.

#### Sanitation and Flood Control Agreements

Some of the new buildings on the H-UCLA MC Replacement Program will encroach in or cross over the permanent easements for sanitary sewer lines and storm drain culverts, held by LA County Sanitation District and LA County Flood Control District, respectively, that serve the campus. Approval to execute the Buildover Agreements with LA County Sanitation District (sample included in Enclosure B) and LA County Flood Control District (sample included in Enclosure C) will allow Public Works to construct buildings over these permanent easements.

#### DMH Adult Outpatient Interim Facility Project

The construction of the DMH Adult Outpatient Interim Facility Project, which includes procurement and installation of modular buildings (approximately 13,500 square feet), new utility connections, and associated site work is approximately 95 percent complete. Due to unforeseen conditions; such as deteriorated existing electrical infrastructure requiring replacement, inclement weather requiring wet soil remediation, and grades not aligning with existing survey information requiring redesign of sidewalks and driveways; and agency having jurisdiction comments, including the requirement to add a new fire hydrant; the project will exceed the \$6,500,000 funding amount by approximately \$637,000. DMH will fund the budget shortfall outside of the H-UCLA MC Replacement Program.

#### Green Building/Sustainable Design Program

On December 20, 2016, the Board adopted a new Leadership in Energy and Environmental Development (LEED) policy requiring all new County buildings greater than 10,000 square feet in size, to achieve LEED Gold Certification except for the parking structure because the United States Green Building Council no longer provides LEED certificates for parking structures. Additionally, the program will continue to support the Board's Policy for Green Building/Sustainable Design Program by recycling disposable material; incorporating energy efficient products during construction; and incorporating native, drought-tolerant landscaping.

#### **Implementation of Strategic Plan Goals**

These recommendations support the County's Strategic Plan: Strategy II.1, Drive Economic Development in the Community; Strategy II.2, Support the Wellness of our

Communities; and Strategy II.1.3, Coordinate Workforce Development by investing in the wellness our communities and enhancing the delivery of comprehensive and seamless healthcare services to the residents of the County seeking healthcare assistance.

### **FISCAL IMPACT/FINANCING**

Approval of the recommended actions will allow Public Works to issue change orders to Hensel Phelps for a not-to-exceed amount of \$8,600,000. Public Works has reviewed the change orders and finds their value to be in line with the cost of the work included in the project budget. There is sufficient funding in the \$1,695,000,000 project budget approved by the Board on February 8, 2022, to cover the cost of the proposed change orders. Enclosure A reflects the reallocation of funding for these change orders for the H-UCLA MC Replacement Program.

DMH has allocated additional funding funded by the 2011 Realignment Mental Health fund which is currently budgeted in Capital Project Number 87995, Adult Outpatient Interim Facilities – DMH, to cover the budget shortfall of the \$637,000, for the Adult Outpatient Interim Facility Project outside of the H-UCLA MC Replacement Program.

There is no net County cost impact associated with the recommended actions.

#### **Operating Budget Impact**

Following completion of the project, DHS will request and fund annual ongoing maintenance and operational costs, as needed, with departmental resources in future budget phases.

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

In accordance with the Board's Civic Art Policy, adopted on December 7, 2002, and last amended on August 4, 2020, the project budget for the H-UCLA MC Replacement Program includes \$2,000,000 Civic Art allocation, which is greater than the \$1,000,000 maximum required by the Board's policy. The \$2,000,000 Civic Art allocation will not be impacted by the proposed change orders.

Section 20137 of the Public Contract Code allows the Board, with a four-fifths vote, to authorize an individual change order to a construction contract that is 10 percent or less of the original contract amount without having to obtain bids for the work. Each of the five proposed change orders are less than 10 percent of the original contract sum and are, therefore, within the statutory threshold.

## **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are within the scope of the impacts analyzed in the FEIR, certified on December 16, 2016, and subsequent Addenda Nos. 1, 2, and 3, approved on November 10, 2020; November 10, 2020; and February 8, 2022, respectively, and there have been no substantial changes to the project or to the circumstances under which it will be undertaken that require further findings under California Environmental Quality Act. These activities, which include demolition, utility work, construction of fencing, installation of infrastructure for laboratory equipment, and execution of Buildover Agreements, are within the scope of work approved by the Board on February 8, 2022, and analyzed in the FEIR and Addendum No. 3. The Mitigation Monitoring and Reporting Program, Environmental Findings of Fact, and Statement of Overriding Considerations adopted at the time of FEIR certification will continue to apply.

The location and custodian of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter is with Public Works, Project Management Division I, 900 South Fremont Avenue, Fifth Floor, Alhambra, California 91803. The previously certified FEIR and Addenda are available at the location above and can also be viewed online at <https://pw.lacounty.gov/harbor-ucla-rp/>.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Determination with the Registrar-Recorder/County Clerk and with the State Office of Planning and Research in accordance with Section 21152 (a) of the California Public Resources Code and will post the Notice of Determination to its website pursuant to Section 21092.2.

## **CONTRACTING PROCESS**

To date, Public Works has executed 13 allowance relocation contract amendments for a total not-to-exceed amount of \$59,968,505. Additionally, Public Works has executed 49 contract amendments under delegated change order authority for a total not-to-exceed amount of \$4,542,301. Of the \$11,200,000 approved in the previous Board letter, \$9,017,355 is still pending execution of contract amendments.

The proposed four change orders for \$3,000,000; \$2,000,000; \$1,900,000; and \$1,700,000 not-to-exceed amounts represent 0.24, 0.16, 0.15, and 0.18 percent, respectively, of the original maximum contract sum of \$1,238,179,000. When executed, the change orders will increase the maximum contract sum to \$1,252,721,301.

The Honorable Board of Supervisors  
February 6, 2024  
Page 8

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

The recommended change orders are within the Design Builders limits of work and will not result in any additional impacts to the current services located on the H-UCLA MC Campus.

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:AR:jc

Enc.

c: Department of Arts and Culture  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Department of Health Services (Capital Projects Division)  
Department of Mental Health

**CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
HARBOR-UCLA MEDICAL CENTER  
REPLACEMENT PROGRAM  
APPROVE CONSTRUCTION CHANGE ORDERS  
AUTHORIZE EXECUTION OF AGREEMENTS WITH  
LOS ANGELES COUNTY SANITATION AND FLOOD CONTROL DISTRICTS  
CAPITAL PROJECT NO. 67965  
(FISCAL YEAR 2023-24)  
(SUPERVISORIAL DISTRICT 2)  
(4 VOTES)**

**I. PROJECT SCHEDULE SUMMARY**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Scoping Documents	June 2021 (Actual)
Design-Build Award	February 2022 (Actual)
Jurisdictional Approvals	Various
Substantial Completion-Parking Structure A	June 2024
Substantial Completion-Outpatient/Support Building	June 2026
Substantial Completion-Central Plant	May 2027
Substantial Completion-Inpatient Tower	August 2027
Project Acceptance	December 2027

**II. PROJECT BUDGET SUMMARY**

<b>Project Budget Category</b>	<b>Previous Board Approved Budget</b>	<b>Changes Under Delegated Authority</b>	<b>Impact of this Action</b>	<b>Revised Total Project Budget</b>
Design-Build Construction	\$1,123,379,000	\$ 64,510,806	\$ 8,600,000	\$1,196,578,439
Make-Ready Construction	\$ 155,500,000	\$(14,277,106)	\$(4,700,000)	\$ 136,522,894
Change Order Contingency	\$ 48,500,000	\$ 9,734,805	\$(3,900,000)	\$ 54,334,805
Civic Arts	\$ 2,000,000			\$ 2,000,000
Stipend	\$ 1,000,000			\$ 1,000,000
Medical Equipment Allow.	\$ 96,000,000	\$(45,484,608)		\$ 50,515,392
Design Completion Allow.	\$ 30,000,000	\$(14,572,530)		\$ 15,427,470
Plans and Specifications	\$ 51,000,000			\$ 51,000,000
Consultant Services	\$ 137,000,000			\$ 137,000,000
Miscellaneous Expenditures	\$ 1,650,000			\$ 1,650,000
Jurisdictional Review/Plan Check/Permits	\$ 21,681,000			\$ 21,681,000
County Services	\$ 27,290,000			\$ 27,290,000
<b>TOTAL</b>	<b>\$1,695,000,000</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$1,695,000,000</b>

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

LOS ANGELES COUNTY SANITATION DISTRICTS  
1955 Workman Mill Road  
Whittier, CA 90601  
Attention: Property Management Group

Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 7344-001-901

**BUILD OVER AGREEMENT NO. 329**

This Buildover Agreement (“**Agreement**”) is dated \_\_\_\_\_, 2023, (“**Effective Date**”) and is between County of Los Angeles (the “**Owner**”) and County Sanitation District No. 5 of Los Angeles County (the “**District**”). The Owner and the District are collectively referred to in this Agreement as the “**Parties**.”

The Owner is vested with fee title to the following described real property located at 1000 W Carson St, City of Torrance, County of Los Angeles, State of California:

A tract of land over a portion of Tract 3239 as recorded in Book 37, pages 27 and 28 of Maps in the office of the Recorder of County of Los Angeles County (the “**Property**”).

The District is a county sanitation district organized and existing under the provisions of the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* and is the holder of permanent easements (the “**Easement Area**”) for sanitary sewer purposes in and under the Property (the “**Easements**”), located as shown on Exhibit A. The Easements were recorded March 14, 1968, in Book D3940, Page 61 of Official Records in the office of the County Recorder of Los Angeles County; and October 27, 2016 as document number 20161326878 of Official Records in the office of the County Recorder of Los Angeles County.

The Owner desires to construct facility shops and a parking structure, which includes excavation and compaction, grade changes, buried utilities, curb and paving, and landscaping on the Property (the “**Improvements**”) that will encroach on the Easements in the area shown on Exhibit A as the “**Buildover Area**.”

Construction of the Improvements has the potential to impair the operation of, injure, or damage the District’s sewer and other facilities that are located in the Easement Area unless construction is carried out in strict conformance with the provisions of this Agreement.

The District is willing to permit construction of the Improvements in the Easement Area upon the Owner’s execution of this Agreement.

The Parties therefore agree as follows:

1. The Owner shall prepare and submit detailed plans of the Improvements to the District’s Chief Engineer and General Manager (“**Chief Engineer**”) for review and approval. The Improvements shall not impede the District’s access to any sewer manholes located within

the Easement Area. Upon the Chief Engineer's approval of the plans, the Owner may construct the Improvements in the Buildover Area in strict conformance with the approved plans. Upon the Owner's completion of the construction of the Improvements in strict conformance with the approved plans, the Owner may operate and maintain the Improvements in the Buildover Area in accordance with the terms of this Agreement.

2. The District makes no representation to the Owner concerning the nature, type, condition or degree of compaction of the backfill located within the Buildover Area. If the backfill within the Buildover Area settles, or is unstable or unusable for the Owner's proposed use, or if the Owner for any reason removes or treats the backfill, then the Owner shall be solely responsible for the related cost and expense with no right of reimbursement from the District.
3. The Owner shall indemnify, defend, and hold harmless the District, its officers, agents, and employees, from and against any claims, actions, cost, liabilities, losses, damages or expenditures sustained or incurred by the District arising from or relating to the construction, operation, or maintenance of the Improvements.
4. The Owner shall not make or prosecute any claims, demands, or actions against the District, or any of its officers, employees, or agents for any injury to or death of any person or damage to property that arises out of the construction of the Improvements or the exercise of the rights provided by this Agreement, including but not limited to damages to or destruction of the Improvements except to the extent that such claims arise from the gross negligence or willful misconduct of the District, its employees, agents and contractors.
5. The Owner (or its contractor performing the work) shall by proper endorsement delivered to the District prior to the commencement of any work, name the District as an additional insured on the general liability insurance policy furnished in conjunction with the construction of the Improvements.
6. The Owner, for itself and its successors and assigns, hereby grants to the District, its agents, representatives, officers and employees all rights of ingress and egress over the Property to the Easement Area including those in the Buildover Area, for any purpose.
7. The Owner shall not perform, or allow to be performed, any grading, soil removal, soil fill, or other construction activities within the Easement Area without on-site oversight, inspection, and approval of the proposed activities by a District inspector. The Owner shall contact the District's Wastewater Collection Systems Manager, at (310) 638-1161, a minimum of two (2) weeks prior to the start of any construction to arrange for inspection. The Owner acknowledges that gravity sewers are not necessarily identified in the state-mandated underground excavation notification system.
8. The Owner shall support and protect the sewer in place during construction of the Improvements, and shall exercise extreme caution during excavation in the vicinity of the District's facilities. The Owner shall hand excavate within two feet vertically or horizontally of any District facility. Methods for supporting and/or protecting the sewer shall be provided for review prior to the start of the work. The Owner shall accept all liability and will be responsible for all costs and expenses for any repairs of the District's

facilities resulting from the Owner's non-compliance with the conditions of this paragraph. The determination of the existence of any damage and the proper method of repair will be at the sole discretion of the Chief Engineer.

9. The benefits and the burdens created by this Agreement touch and concern the land described in the Easements. This Agreement constitutes a covenant running with the land and is binding upon the Owner's heirs, executors, administrators, successors in interest and assigns. The District shall record this Agreement.

The Parties are signing this Buildover Agreement as of the Effective Date.

**County of Los Angeles**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY SANITATION DISTRICT NO. 5  
OF LOS ANGELES COUNTY**

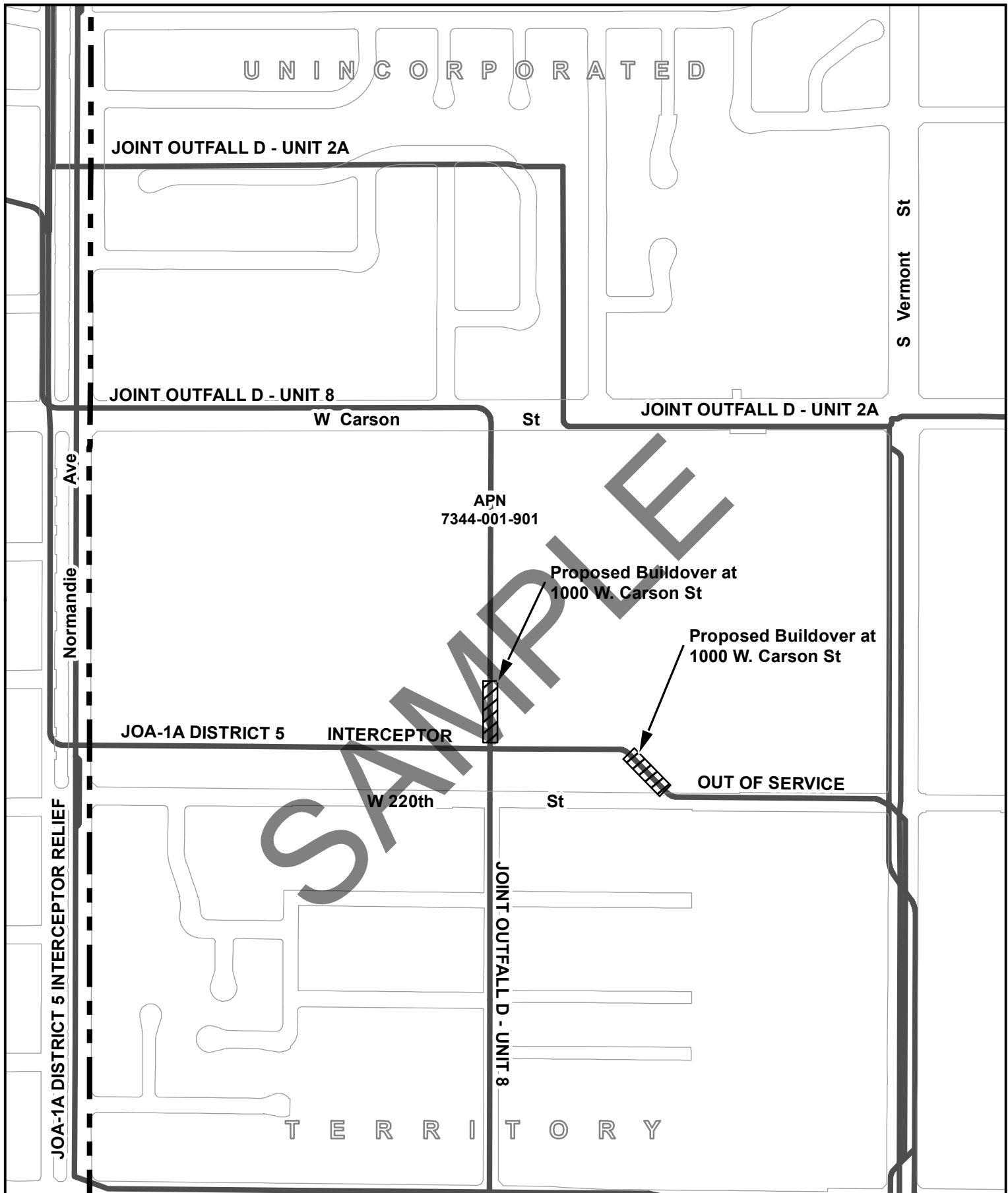
By: \_\_\_\_\_

Robert C. Ferrante  
Chief Engineer and General Manager

Signed on behalf of County Sanitation District No. 5 of Los Angeles County by the Chief Engineer and General Manager, pursuant to authority conferred by action of the Board of Directors of said District adopted October 11, 1967.

*(Signatures must be notarized)*





**PROPOSED BUILDOVER**  
**JOA-1A DISTRICT 5 INTERCEPTOR & JOD - UNIT 8**  
 COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY  
 ROBERT C. FERRANTE - CHIEF ENGINEER & GENERAL MANAGER

**EXHIBIT "A"**



**Recording requested by and mail original to:**

COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
[ ] Land Development Division – Road and Grading Section  
[x] Land Development Division – Permits and Subdivisions Section  
[ ] Building and Safety Division – Drainage and Grading Section  
[ ] Mapping and Property Management Division –  
Revenues/Acquisitions Section  
P.O. Box 1460  
Alhambra, CA 91802-1460

*Space Above This Line Reserved For Recorder's Use*

**COVENANT AND AGREEMENT REGARDING  
STORM DRAIN/CHANNEL OVER-BUILD: [208<sup>th</sup> Street Drain]**

County of Los Angeles (hereinafter referred to as Owner) is the owner of the real property (hereinafter referred to as the Subject Property) identified by Assessor Identification No. 734-4001-901, located in the County of Los Angeles, State of California, and legally described in Exhibit 1, attached hereto.

The Los Angeles County Flood Control District (LACFCD) holds an easement for flood control and ingress/egress purposes (hereinafter referred to as Easement) over a portion of Subject Property, recorded with the Office of the County Registrar-Recorder on December 19, 1985 and September 15, 2011 as Document No. OR 85-1498464 and OR 20111256483, respectively, and has constructed, operates, and maintains a flood control facility within Easement (208<sup>th</sup> Street Drain).

Owner proposes to construct certain improvements (hereinafter referred to as the Owner's Improvements) for the benefit of Subject Property, within Easement, as described in and authorized by Flood Control Permit No. FCDP2022000529 (Permit) issued by the LACFCD.

As a condition of the LACFCD's issuance of the Permit, for the construction of Owner's Improvements within the Easement, Owner does hereby covenant and agree as follows:

**Maintenance of Owner's Improvements**

1. Owner shall maintain Owner's Improvements so as not to interfere with the LACFCD's use of Easement, at any time, or cause any damage to any facilities of the LACFCD.
2. In the event the LACFCD determines that Owner's Improvements are interfering with the LACFCD's use of Easement, the LACFCD will provide written notice thereof to Owner and Owner shall apply for and obtain a Flood Control Permit from the LACFCD to repair, modify, or remove Owner's Improvements to eliminate the interference and shall complete said repair, modification, or removal at no cost to the LACFCD, within of the time period specified in the

written notice or such other time period as may be agreed to, in writing, by the LACFCD.

3. If Owner fails to complete repair, modification, or removal, under Section No. 2, above, in a timely manner, the LACFCD may, in its sole discretion, perform said repair, modification, or removal and provide an invoice to Owner for the actual costs incurred by the LACFCD in performing said repair, modification, or removal. Owner shall reimburse the LACFCD for the costs identified in the invoice within 30 days of the date of the invoice or such other date as may be agreed to, in writing, by the LACFCD.
4. In the event that Owner or Owner's Improvements cause damage to any facility of the LACFCD, Owner shall reimburse the LACFCD for the actual costs incurred by the LACFCD in repairing such damage. Such costs shall be identified in an invoice provided by the LACFCD to Owner, and Owner shall pay said invoice within 30 days of the date of the invoice or such other date as may be agreed to, in writing, by the LACFCD.

#### Maintenance, Repair, Replacement, or Alteration of the LACFCD's Facility

5. Owner shall make reasonable efforts to cooperate with the LACFCD in the LACFCD's maintenance and repair activities related to 208<sup>th</sup> Street Drain, including providing reasonable access to the Easement area for LACFCD personnel.
6. In the event that the LACFCD determines to repair, replace, or alter its facility located within Easement and that Owner's Improvements will interfere or be incompatible with the repair, replacement, or alteration, the LACFCD will provide written notice thereof to Owner and Owner shall apply for and obtain a Flood Control Permit from the LACFCD to remove, modify, or relocate Owner's Improvements, at no cost to the LACFCD, as the LACFCD determines is necessary to enable the LACFCD to perform said repair or replacement work or alteration of the facility. Owner shall complete said removal, modification, or relocation within of the time period specified in the written notice from the LACFCD or such other time period as may be agreed to, in writing, by the LACFCD.
7. If Owner fails to complete said removal, modification, or relocation in a timely manner, the LACFCD may, in its sole discretion, remove, modify, or relocate Owner's Improvements as necessary to enable the LACFCD to repair, replace or alter its facilities, and provide an invoice to Owner for the actual costs incurred by the LACFCD in performing said removal, modification or alteration. Owner shall reimburse the LACFCD for the costs identified in the invoice within 30 days of the date of the invoice or such other date as may be agreed to, in writing, by the LACFCD.

### Lien for Unpaid Invoices

8. In the event Owner fails to pay any invoice described in above, the unpaid amount of the invoice shall constitute a lien on Subject Property and the LACFCD may record a notice of the lien against Subject Property.
9. If a notice of lien has been recorded by the LACFCD against Subject Property and the lien amount is subsequently paid to the LACFCD, the LACFCD shall promptly record a notice of satisfaction and release of the lien.

### Release and Indemnification

10. Owner shall indemnify, defend, and hold the LACFCD and its officers, employees, and agents, harmless from and against any claims, demands, liability, damages, or costs arising from or caused by the breach of any of the Owner's obligations under this Covenant and Agreement or by Owner's Improvements, provided, however, that Owner's obligation to indemnify shall not apply to any claim, demand, liability, damage, or cost to the extent that such claim, demand, liability, damage, or cost is caused by the active negligence or intentional misconduct of the LACFCD, or any of its officers, employees, or agents.
11. Owner shall fully release and discharge the LACFCD, and their officers, employees and agents, from any claims and/or actions involving any damage to Owner's Improvements arising from or in connection with: (1) the operation or maintenance of the LACFCD's facilities located within or adjacent to Subject Property; or (2) the modification or removal of Owner's Improvements, or any of them, pursuant to Section Nos. 2 and 3, above; or (3) the removal, modification, or relocation of Owner's Improvements, or any of them, pursuant to Section Nos. 5 and 6, above.

Owner makes this Covenant and Agreement for the benefit of the LACFCD and the LACFCD's present and future facilities located within Easement. This Covenant and Agreement shall run with Subject Property and shall be binding upon Owner and Owner's successors, heirs, or assignees, and shall continue in effect until the release of this Covenant and Agreement by the LACFCD, in its sole discretion.

/s/ \_\_\_\_\_  
(Owner)

## EXHIBIT 1

LOT BD N BY CARSON ST E BY VERMONT AVE S BY 220<sup>TH</sup> ST AND W BY  
NORMANDIE AVE VAC ST AND PART OF VICTORIA DOMINGUEZ DE CARSON  
2463.79 AC ALLOT PART OF THE RANCHO SAN PEDRO ALLOTTED TO MANUEL  
DOMINGUEZ AND PART OF LOTS 1,4,8,11,12,13,14 AND 15 AND ALL OF LOTS  
2,3,9 AND 10 TRACT NO 3239

SAMPLE

# BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/24/2024	
<b>BOARD MEETING DATE</b>	2/6/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Health	
<b>SUBJECT</b>	Approval for delegated authority to provide an increase or decrease in funding up to 75% for two California Home Visiting Program services contracts	
<b>PROGRAM</b>	Maternal, Child, and Adolescent Health Division	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: In order to use the Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program funds, the State was required by the Health Resources and Services Administration (HRSA) to select from a list of approved evidence-based home visiting models to provide home visiting services in the identified at-risk communities. The State identified Los Angeles Unified School District (LAUSD) as one of the at-risk communities in Los Angeles County (LAC) and selected the Nurse Family Partnership (NFP) model for the provision of home visiting services. LAUSD is the only NFP-affiliated entity providing services in various LAC schools using the NFP model to provide home visiting services to pregnant teen and teen mothers in various schools in at-risk communities.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The final funding agreement that reflects the increased federal funding is pending approval from the California Department of Public Health (CDPH).	
<b>COST &amp; FUNDING</b>	Total cost: \$2,301,799 (anticipated)	Funding source: HRSA funding passed through CDPH, Assistance Listing Number 93.870  TERMS (if applicable): Currently, Contract number PH-003967 with Children's Bureau of Southern California is effective July 1, 2023, through June 30, 2024; and Contract number PH-004807 with LAUSD is effective July 1, 2023, through June 30, 2026.  Explanation: Funding is provided by HRSA through CDPH for the California Home Visiting Program (CHVP) for the continued provision of MIECHV program services contracts
<b>PURPOSE OF REQUEST</b>	The request to execute amendments to increase or decrease in funding up to 75% above or below the term's annual base maximum obligation to MIECHV contracts is due to the anticipated receipt of additional funding to conduct more home visiting services in at-risk LAC communities. Based on the notices of intent to award from CDPH, the maximum amount of funding that could be awarded for the two MIECHV contracts is 50% to 75% higher than the approved base obligations and exceeds our current delegated authority.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Home visiting programs play a crucial role in the national effort to build quality, comprehensive, Statewide early childhood systems for pregnant women, parents and caregivers, and children from birth to eight years of age to improve health and development outcomes. CHVP provides comprehensive, coordinated in-home services to support positive parenting and improve outcomes for families residing in identified at-risk communities in LAC.	

	<p>Public Health receives HRSA funding passed through the CDPH for the provision of MIECHV program services. The State-identified Service Planning Area (SPA) 1 and LAUSD as a school-based setting for pregnant teen and teen mothers in various schools as at-risk communities. The SPA and home visiting model used for these services were determined by CDPH based on requirements set forth by HRSA.</p> <p>Since 2011, Public Health has received funding from HRSA through CDPH to support MIECHV program services provided to at-risk communities in LAC. As a result of the 2022 federal MIECHV program reauthorization, CDPH notified Public Health of increased MIECHV base grant funding for the period of July 1, 2023, through June 30, 2024, to stabilize and support local MIECHV programs. CDPH also anticipates MIECHV funding to increase over the next five years, resulting in an undetermined amount of additional federal and State MIECHV funding allocations to local health jurisdictions.</p> <p>In addition to the MIECHV base grant funding, Public Health received funding from American Recovery Plan (ARP) Grant issued by CDPH CHVP. The grant supports parents, children and families enrolled in CHVP MIECHV funding home visiting programs. Funds are used to address the immediate and ongoing needs related to the COVID-19 public health emergency and response and promote health equity by allocating ARP funds to serving high need communities disproportionately impacted by COVID-19. Public Health anticipates receiving additional ARP funding issued by CDPH CHVP to support home visiting program services.</p> <p>Approval of the Recommendation will allow Public Health to execute amendments to the two CHVP MIECHV program services contracts to provide an increase or decrease in funding up to 75% above or below each contract's term's annual base maximum obligation, which exceeds our current delegated authority approved by your Board.</p>
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Home visiting services aim to improve long-term outcomes both intergenerationally and multi-generationally, and intervene early and emphasize long-term prevention.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #1. Home visiting services provide effective coordination and delivery of critical health, development, early learning, child abuse and neglect prevention, as well as family support services to pregnant women, their newborns, young children and families.
<b>DEPARTMENTAL CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:          Joshua Bobrowsky, Public Health Director Government Affairs,          (213) 288-7871 jbobrowsky@ph.lacounty.gov</p> <p>Melissa Franklin, Director, MCAH          213-639-6400, mfranklin@ph.lacounty.gov</p> <p>Craig L. Kirkwood, Jr., Deputy County Counsel,          (213) 974-1751, CKirkwood@counsel.lacounty.gov</p>



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

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

**ANISH P. MAHAJAN, M.D., M.S., M.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](http://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 6, 2024

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 FOR DELEGATED AUTHORITY TO PROVIDE  
AN INCREASE OR DECREASE IN FUNDING UP TO SEVENTY-FIVE PERCENT  
FOR TWO CALIFORNIA HOME VISITING PROGRAM SERVICES CONTRACTS  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval for the delegated authority to provide an increase or decrease in funding up to 75% above or below the term's annual base maximum obligation for two California Home Visiting Program (CHVP) contracts for the continued provision of Maternal, Infant, and Early Childhood Home Visiting (MIECHV) program services contracts.

**IT IS RECOMMENDED THAT THE BOARD:**

Delegate authority to the Director of the Department of Public Health (Public Health) or designee, to execute amendments to Contract Number PH-003967 with Los Angeles Unified School District (LAUSD), and Contract Number PH-004807 with Children's Bureau of Southern California (CBS) that provide an increase or decrease in funding up to 75% above or below the term's annual base maximum obligation, effective upon amendment execution, or at the beginning of the applicable contract term and make any corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and Chief Executive Office (CEO).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Home visiting programs play a crucial role in the national effort to build quality, comprehensive, Statewide early childhood systems for pregnant women, parents and caregivers, and children from birth to eight years of age to improve health and development outcomes. CHVP provides



comprehensive, coordinated in-home services to support positive parenting and improve outcomes for families residing in identified at-risk communities in Los Angeles County (LAC).

Public Health receives Health Resources and Services Administration (HRSA) funding passed through the California Department of Public Health (CDPH) for the provision of MIECHV program services. The State identified Service Planning Area (SPA) 1 and LAUSD as a school-based setting for pregnant teen and teen mothers in various schools as at-risk communities. The SPA and home visiting model used for these services were determined by CDPH based on requirements set forth by HRSA.

Since 2011, Public Health has received funding from CDPH to support MIECHV program services. On September 12, 2023, your Board authorized Public Health to accept and implement a forthcoming award from CDPH to support the provision of MIECHV program services at an estimated annual amount of \$1,910,893 for the period of July 1, 2023, through June 30, 2024. This amount reflects a 25 percent increase in the base grant funding allocation from previous years as a result of the 2022 federal MIECHV program reauthorization. The reauthorization provides increased funding to stabilize and support local MIECHV programs following years of level or decreased funding. CDPH also anticipates MIECHV funding to increase over the next five years, resulting in an undetermined amount of additional federal and State MIECHV funding allocations to local health jurisdictions.

In addition to the MIECHV base grant funding, on August 2, 2022, your Board was notified that Public Health was exercising delegated authority to accept and sign American Recovery Plan (ARP) Grant Agreement Number 21-10741 issued by CDPH CHVP, effective upon approval of the grant through September 30, 2023, to support home visiting program services provided in LAC SPA 1. The grant supports parents, children and families enrolled in CHVP MIECHV funding home visiting programs. Funds are used to address the immediate and ongoing needs related to the COVID-19 public health emergency and response and promote health equity by allocating ARP funds to serving high need communities disproportionately impacted by COVID-19. Public Health anticipates receiving additional ARP funding issued by CDPH CHVP to support home visiting program services.

On January 20, 2023, CDPH issued a Notice of Revised Intent to award Public Health with MIECHV Round 2 of ARP funding in the amount of \$151,895 for SPA 1, and \$239,011 for LAUSD MIECHV contracts. On February 16, 2023, CDPH released the Agreement Funding Application (AFA) for the Round 2 ARP funding. Funds are contingent upon approval of the AFA and will be available between the date of grant agreement execution through September 30, 2024.

Based on the Notices of Intent to award from CDPH, the maximum amount of funding that could be awarded for the CBS and LAUSD MIECHV contracts is 50% to 75% higher than the previously approved base obligations. Approval of the Recommendation will allow Public Health to execute amendments to the two CHVP MIECHV program services contracts to provide an increase or decrease in funding up to 75% above or below each contract's term's annual base maximum obligation, which exceeds our current delegated authority approved by your Board, effective upon amendment execution, or at the beginning of the applicable contract term and make any corresponding service adjustments, as necessary.

### **Implementation of Strategic Plan Goals**

The recommended actions support Strategy I.1 – Increase Our Focus on Prevention Initiative; Objective I.1.6 Increase Home Visitation Capacity, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The estimated total cost of the recommended amendments is \$2,301,799, funded by HRSA passed through CDPH, Assistance Listing Number 93.870.

There is no net County cost associated with this action.

Funding is included in Public Health FY 2023-24 Adopted Budget, and will be included in future FYs, as necessary.

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

As required under Board Policy 5.120, your Board was notified on September 1, 2023, of Public Health's request to increase or decrease in funding up to 75 percent above or below the annual maximum obligation. The ability to increase or decrease funding up to 75 percent will allow Public Health to make necessary funding adjustments in the event of unforeseen changes to the CDPH award amount for MIECHV program services.

### **CONTRACTING PROCESS**

On January 25, 2022, Public Health released an Invitation for Bids (IFB) to solicit bids from qualified organizations to implement a MIECHV Program in LAC SPA 1. As a result of the IFB, CBS was recommended for a contract. On June 14, 2022, your Board approved the execution of a contract with CBS to implement MIECHV program services in LAC SPA 1, for the term effective July 1, 2022, through June 30, 2024. Subsequently on September 22, 2022, and May 24, 2023, Public Health notified your Board that it was exercising delegated authority to increase the total maximum obligation and make corresponding service adjustments for the additional provision of the CHVP MIECHV Special Support Project.

On April 10, 2012, your Board approved execution of a sole-source contract with LAUSD to provide MIECHV Program services, effective date of execution through June 30, 2013, with provisions to extend through June 30, 2017. Subsequently, on May 9, 2017, May 14, 2019, and April 4, 2023, your Board approved extending the term through June 30, 2019; through September 30, 2023; and through June 30, 2026, respectively, for the continued provision of MIECHV Program services.

### **IMPACT ON CURRENT SERVICES**

Approval of these actions will allow Public Health to provide additional CHVP MIECHV program services to children and families in at-risk communities within LAUSD and in LAC SPA 1.

Respectfully submitted,

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

BF:cv  
#07327

The Honorable Board of Supervisors  
February 6, 2024  
Page 4

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

# DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/24/2024	
<b>BOARD MEETING DATE</b>	2/6/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Health	
<b>SUBJECT</b>	Request approval to execute contract amendments to 56 sole source Core HIV Care Services contracts to extend the term effective March 1, 2024, through February 28, 2025.	
<b>PROGRAM</b>	Division of HIV and STD Programs (DHSP)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Contracts were previously solicited but the delegated authority to extend has expired. DHSP in coordination with Department of Public Health (Public Health) Contracts and Grants, has developed a solicitation schedule tied to the service categories mentioned. Given the large nature of this service portfolio, potential adjustments in Commission on HIV (COH) priorities, and pending revised federal award notices, shifts in solicitations schedules may be necessary. Until this process is finalized, Public Health is seeking to extend these core HIV care services and prevent a lapse of necessary services.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	March 1, 2024	
<b>COST &amp; FUNDING</b>	Total cost: \$34,848,336	Funding source: Health Resources and Services Administration, Ryan White Program Part A
	TERMS (if applicable): March 1, 2024 through February 28, 2025 and delegated authority to extend through February 28, 2026, as necessary	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Public Health is requesting approval to execute contract amendments for the continuation of 56 core HIV care services contracts that include Ambulatory Outpatient Medical (AOM), Medical Care Coordination (MCC), Oral Healthcare (OHC), Mental Health (MH), and Legal services to extend the term effective March 1, 2024, through February 28, 2025. HIV care and treatment services for people with HIV (PWH) are vital to optimize patient health and help reduce the transmission and spread of HIV. Public Health must ensure there are no gaps in services. These core services provide the following benefits: (1) AOM services help delay the progression of HIV disease; prevent and treat opportunistic infections; promote optimal health and quality of life; and reduce further HIV transmission by providing clients the education and support for appropriate risk reduction strategies; (2) MCC services deliver patient-centered activities that focus on addressing health status and co-morbid conditions; engagement and retention in care; adherence to antiretroviral medications; and HIV risk reduction; (3) OHC services significantly improve oral health and quality of life for PWH and provides an entry point into the health care system where eligible PWH can enter and be directed to primary medical care if they have fallen out of care; (4) coordinated and integrated HIV MH services improve clients' mental health outcomes	

	and retention in primary and HIV health care services, resulting in viral suppression and decreased risk of HIV transmission; and (5) Legal services provide training, technical assistance, and quality control to community-based organizations working to end homelessness by enrolling homeless people with severe disabilities into public benefits programs and assisting clients with matters involving denial of public benefits, tenant rights issues, immigration status concerns, and debtor-creditor conflicts.
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Since the original award and execution of the 56 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 COH priorities, and service utilization patterns to inform next steps. The various HIV care services: AOM, MCC, OHC, MH and legal services for individuals living with HIV to access these core care services.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<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.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: 2. Alliance for Health Integration; reduce health inequities and integrate services across health services and public health to assist client's access core HIV care services including mental health.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: 1. Joshua Bobrowsky, Director Government Affairs, Public Health (213) 288-7871, <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a> 2. Mario Perez, Director, Division of HIV and STD Programs (213) 351-8001, <a href="mailto:miperez@ph.lacounty.gov">miperez@ph.lacounty.gov</a> 3. Blaine McPhillips, Senior Deputy County Counsel (213) 974-1920, <a href="mailto:BMcphillips@counsel.lacounty.gov">BMcphillips@counsel.lacounty.gov</a>



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

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

**ANISH P. MAHAJAN, M.D., M.S., M.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](http://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 6, 2024

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 56 SOLE SOURCE CORE HIV CARE SERVICES  
CONTRACTS TO EXTEND THE TERM EFFECTIVE MARCH 1, 2024, THROUGH  
FEBRUARY 28, 2025  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute contract amendments to 56 sole source Core HIV Care Services contracts to extend the term effective March 1, 2024, through February 28, 2025.

**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 56 sole source Core HIV Care Services contracts, to extend the term effective March 1, 2024 through February 28, 2025, with the providers identified in Attachments A through D, for a total maximum obligation of \$34,848,336, 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 the contracts that extend the term through February 28, 2026, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and contractor performance; allow the rollover of unspent contract funds, if allowable by the grantor; provide an increase or decrease in funding up to 25 percent above or below the annual base maximum obligation, effective upon amendment execution, or at the beginning of the applicable contract

period; correct errors in the contract's terms and conditions, and/or update the statement of work and/or scope of work, as necessary; and allow a no cost extension through August 31, 2026, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contracts that authorize modifications to the budget with corresponding modifications to the statement of work and/or scope of work, that are within the same scope of services, as necessary; and changes to hours of operation and/or service locations.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate the contracts upon issuing a written notice to contractors who fail to perform and/or fully comply with program requirements, and terminate the contracts for convenience by providing a 30-calendar day advance written notice to contractors.

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

Approval of Recommendation 1 will allow for the continuation of Core HIV Care Services, that includes, 18 Ambulatory Outpatient Medical (AOM) contracts, 18 Medical Care Coordination (MCC) contracts, seven Mental Health (MH) contracts, 12 Oral Healthcare (OHC) contracts and one Legal services contract, in alignment with Commission on HIV (COH) priorities and current service utilization patterns.

HIV care and treatment services for people with HIV (PWH) are vital to optimize patient health and help reduce the transmission and spread of HIV. Public Health must ensure there are no gaps in services.

The immediate and necessary justifications to extend the contracts for Core HIV Care Services are as follows: (1) AOM services help delay the progression of HIV disease; prevent and treat opportunistic infections; promote optimal health and quality of life; and reduce further HIV transmission by providing clients with education and support to implement risk reduction strategies; (2) MCC services deliver patient-centered activities that focus on addressing health status and co-morbid conditions; engagement and retention in care; adherence to antiretroviral medications; and HIV risk reduction; (3) OHC services significantly improve oral health and quality of life for PWH and provides an entry point into the health care system where eligible PWH can enter and be directed to primary medical care if they have fallen out of care; (4) coordinated and integrated HIV MH services improve clients' mental health outcomes and retention in primary and HIV health care services, resulting in viral suppression and decreased risk of HIV transmission; and (5) Legal services provide legal support to PWH and training and technical assistance to community-based organizations serving PWH with matters involving denial of public benefits, tenant rights issues, immigration status concerns, and debtor-creditor conflicts that impact social determinants of health and health outcomes.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contracts to extend the term through February 28, 2026; rollover unspent funds; increase or decrease funding up to 25 percent above or below the annual base maximum obligation; correct errors in the contracts' terms and conditions; update the statement of work and/or scope of work; and allow a no-cost extension through August 31, 2026.

Approval of Recommendation 3 will allow Public Health to execute change notices to the contracts that authorize modifications to the budget with corresponding modifications to the statement of work and/or scope of work, that are within the same scope of services, as necessary, and changes to hours of operation and/or service locations.

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

### **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 Attachments A through D, is \$34,848,336, consisting of \$8,111,801 for AOM services, \$13,150,940 for MCC services, \$9,987,299 for OHC services, \$2,160,668 for MH services and \$1,437,628, for Legal services for the term effective March 1, 2024, through February 28, 2025, 100 percent funded by HRSA RWP Part A funds.

There is no net County cost associated with this action.

Funding for these extensions is included in Public Health's Final Adopted Budget for fiscal year (FY) 2023-24 and will be included in future FYs, as necessary.

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

Public Health's allocations for each of the service categories are aligned with the COH recommended allocations. As required by Board Policy 5.100, your Board was notified on December 22, 2023, of Public Health's intent to extend the term of 56 Core HIV Care Services contracts as sole source, and as required by Board Policy 5.120, your Board was notified on December 22, 2023, of Public Health's intent to increase or decrease Board-approved contracts up to 25 percent.



Attachment E is the set of five sole source checklists for each Core HIV Care Service signed by the CEO.

### **CONTRACTING PROCESS**

Since the original award and execution of the 56 referenced contracts, the contracts have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to the statements of work.

The Division of HIV and STD Programs (DHSP), oversees approximately 26 service categories, which make up approximately 200 hundred service contracts. Given the volume of this large service portfolio, DHSP, in coordination with Public Health Contracts and Grants, has developed a timeline for the solicitation for services, which must be staggered. Additionally, resource constraints amidst the COVID-19 pandemic and workload associated with the pandemic greatly affected the schedule of solicitations between 2020 and 2021. The pandemic also affected staff and the ability of our community partners to respond. Public Health resumed the release of solicitations starting in 2022, that included solicitation timeline for the next three years, including, but not limited to: AOM, MCC, MH, OHC and Legal services. Prior to any solicitation, Public Health must consider potential adjustments in COH priorities and pending revised federal award notices, which can affect the timing or funding available for contracted services, therefore shifts in solicitation schedules may be necessary. Until this process is finalized, Public Health is seeking to extend these core HIV care services.

### **AOM and MCC**

On February 26, 2019, your Board approved 38 new contracts, consisting of 19 AOM and 19 MCC contracts as a result of a solicitation for the term effective March 1, 2019, through February 28, 2022, and delegated authority to extend the term through February 29, 2024. On February 25, 2022, Public Health exercised that delegated authority to extend 18 AOM contracts through February 29, 2024, and 18 MCC contracts through February 28, 2023. In addition, Public Health notified your Board that two contracts with Saban Community Clinic, one for AOM and one for MCC, that were part of the original 2019 Board approval action were not being extended as those contracts were relinquished by the agency.

On February 24, 2023, I notified your Board that I was exercising delegated authority to extend the term of 18 MCC contracts for the term effective March 1, 2023, through February 29, 2024.

### **Mental Health**

On August 8, 2017, your Board approved eight new MH contracts as a result of a solicitation effective for the term August 8, 2017, through February 29, 2020, and an automatic option to extend, which was exercised through the term ending February 28, 2022.

On February 15, 2022, your Board approved the execution of amendments to eight MH contracts to extend the term effective March 1, 2022, through February 28, 2023, with an automatic option to extend, which was exercised through the term ending February 29, 2024.

On June 1, 2022, Venice Family Clinic notified Public Health that due to the expansion of Medi-Cal, there were significantly fewer RWP-eligible clients, and therefore, the agency would relinquish its MH contract effective June 30, 2022.

### **Oral Health**

On June 11, 2019, your Board approved 12 new OHC contracts as a result of a solicitation effective for the term of July 1, 2019, through February 28, 2022, and delegated authority to extend the term, which was exercised on February 23, 2022, through the term ending February 29, 2024.

### **Legal**

On December 15, 2020, your Board delegated authority to the Chief Executive Office to approve the delegation and assignment of services under Contract Number PH-003553 with Public Counsel to the InnerCity Law Center, effective December 15, 2020, through February 28, 2022, and delegated authority to extend the term, which was exercised on February 23, 2022, through the term ending February 29, 2024.

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

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

Respectfully submitted,

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

BF:ml  
#07401

Enclosures

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

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
CORE HIV CARE SERVICES FOR PERSONS LIVING WITH HIV**

ATTACHMENT D

**RYAN WHITE PROGRAM, PART A FUNDS**

No.	Provider Name	Contract Number	Extended Term 3/1/24 - 2/28/25	Supervisory District of Site(s)	Service Planning Area of Site(s)
<b>Mental Health Services</b>					
1	AIDS Healthcare Foundation	PH-003359	\$ 614,225	1,2, &3	4 &5
2	AltaMed Health Services Corporation	PH-003360	\$ 230,109	1	3&7
3	JWCH Institute, Inc.	PH-003361	\$ 343,864	1,2,3 &5	3&4
4	Northeast Valley Health Corporation	PH-003362	\$ 118,554	3	2
5	Special Services for Groups	PH-003363	\$ 147,366	1&2	4
6	St. John's Well Child and Family Center	PH-003364	\$ 499,819	2	6
7	Tarzana Treatment Centers, Inc.	PH-003365	\$ 206,731	3&5	1&2
<b>TOTAL ANNUAL MAXIMUM OBLIGATION</b>			<b>\$2,160,668</b>		
No.	Provider Name	Contract Number	Extended Term 3/1/24 - 2/28/25	Supervisory District of Site(s)	Service Planning Area of Site(s)
<b>LEGAL SERVICES</b>					
1	Inner City Law Center	PH-003553	\$ 1,437,628	1-5	2-6
<b>TOTAL ANNUAL MAXIMUM OBLIGATION</b>			<b>\$1,437,628</b>		

## SOLE SOURCE CHECKLIST FOR AMBULATORY OUTPATIENT MEDICAL (AOM) CONTRACTS

Department Name: Public Health

☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

2-26-19

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> 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 checked="" type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Erika Bonilla  
Chief Executive Office

1/3/24

Date

## AOM Contractors

1	AIDS Healthcare Foundation
2	AltaMed Health Services Corporation
3	APLA Health & Wellness
4	Children's Hospital Los Angeles
5	Dignity Health d.b.a St. Mary Medical Center
6	East Valley Community Health Center, Inc.
7	El Proyecto del Barrio, Inc.
8	JWCH Institute, Inc.
9	Long Beach Department of Health and Human Services
10	Los Angeles LGBT Center
11	Men's Health Foundation
12	Northeast Valley Health Corporation
13	St. John's Well Child and Family Center
14	Tarzana Treatment Centers, Inc.
15	THE Clinic, Inc.
16	The Regents of the University of California
17	Venice Family Clinic
18	Watts Healthcare Corporation

# SOLE SOURCE CHECKLIST FOR LEGAL SERVICES CONTRACT

Department Name: Public Health

☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

2-26-19

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> 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 checked="" type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Erika Bonilla  
Chief Executive Office

1/3/24

Date

Legal Services Contractor

1	Inner City Law Center
---	-----------------------

# SOLE SOURCE CHECKLIST FOR MEDICAL CARE COORDINATION (MCC) CONTRACTS

Department Name: Public Health

☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

2-26-19

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> 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 checked="" type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Erika Bonilla  
Chief Executive Office

1/3/24

Date



## MCC Contractors

1	AIDS Healthcare Foundation
2	AltaMed Health Services Corporation
3	APLA Health & Wellness
4	Children's Hospital Los Angeles
5	Dignity Health d.b.a St. Mary Medical Center
6	East Valley Community Health Center, Inc.
7	El Proyecto del Barrio, Inc.
8	JWCH Institute, Inc.
9	Long Beach Department of Health and Human Services
10	Los Angeles LGBT Center
11	Men's Health Foundation
12	Northeast Valley Health Corporation
13	St. John's Well Child and Family Center
14	Tarzana Treatment Centers, Inc.
15	THE Clinic, Inc.
16	The Regents of the University of California
17	Venice Family Clinic
18	Watts Healthcare Corporation

## SOLE SOURCE CHECKLIST FOR MENTAL HEALTH (MH) CONTRACTS

Department Name: Public Health

☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

2-26-19

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> 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 checked="" type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Erika Bonilla  
Chief Executive Office

1/3/24

Date

## MH Contractors

1	AIDS Healthcare Foundation
2	AltaMed Health Services Corporation
3	JWCH Institute, Inc.
4	Northeast Valley Health Corporation
5	Special Services for Groups
6	St. John's Well Child and Family Center
7	Tarzana Treatment Centers, Inc.

**SOLE SOURCE CHECKLIST FOR ORAL HEALTHCARE (OHC) CONTRACTS**Department Name: Public Health☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

2-26-19

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> 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 checked="" type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Erika Bonilla  
Chief Executive Office

1/3/24

Date

## OHC Contractors

1	AIDS Healthcare Foundation
2	AltaMed Health Services Corporation
3	APLA Health & Wellness
4	Dignity Health d.b.a St. Mary Medical Center
5	East Valley Community Health Center, Inc.
6	El Proyecto del Barrio, Inc.
7	JWCH Institute, Inc.
8	Northeast Valley Health Corporation
9	St. John's Well Child and Family Center
10	The Regents of the University of California
11	University of Southern California
12	Watts Healthcare Corporation