



Board of Supervisors Health and Mental Health Cluster Agenda Review Meeting

DATE: December 4, 2024

TIME: 9:30 a.m. – 11:30 a.m.

MEETING CHAIR: Anders Corey 5th Supervisorial District

CEO MEETING FACILITATOR: Jack Arutyunyan

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

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

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 140

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](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov

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

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

- I. Call to order
- II. **Information Item(s) (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):**
 - a. **DPH:** Delegated Authority to Execute Future Agreements and/or Amendments from the California Department of Health Care Services and Execute Host County Agreements and/or Amendments, Claim Reimbursement Agreements, and Memoranda of Understanding for the County-Based Medical Administrative Activities and/or Targeted Case Management Programs (#07782)

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

- a. **DPH:** Approval to Execute 38 Sole Source Amendments to HIV and STD Prevention Services Contracts to Extend the Term through June 30, 2025 (#07942)
- b. **DPH:** Approval to Execute Three Sole Source Amendments to HIV and STD Prevention Services Contracts to Extend the Term through June 30, 2025 (#07950)
- c. **DPH:** Authorization to Accept and Implement Grant Agreements and Future Grant Agreements and/or Amendments from the California Department of Health Care Services for the Providing Access and Transforming Health – Capacity and Infrastructure, Transition, Expansion and Development and a Forthcoming Capacity and Infrastructure, Transition, Expansion and Development – Intergovernmental Transfer Funds for Enhanced Case Management Services to Children/Youth (#07933)
- d. **DMH:** Request for Approval of Interim Ordinance Authority for The Department of Mental Health’s Human Resources Bureau

IV. **Discussion Item(s):**

- a. **DMH/DPH/DHS/JCOD/CEO-HI:** Report on Continuum of Care for Mental Health and Substance Use Disorder Beds

V. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting

VI. 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.

VII. Public Comment

VIII. Adjournment

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/4/2024	
BOARD MEETING DATE	12/17/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Health	
SUBJECT	DELEGATED AUTHORITY TO EXECUTE FUTURE AGREEMENTS AND/OR AMENDMENTS FROM THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES AND EXECUTE HOST COUNTY AGREEMENTS AND/OR AMENDMENTS, CLAIM REIMBURSEMENT AGREEMENTS, AND MEMORANDA OF UNDERSTANDING FOR THE COUNTY-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TARGETED CASE MANAGEMENT PROGRAMS	
PROGRAM	Environmental Health	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: \$0	Funding source: Centers for Medicaid Services (CMS) thru Department of Health Care Services (DHCS)
	TERMS (if applicable):	
	Explanation: Request is for execution of future participation agreements and execution of contracts and MOUs.	
PURPOSE OF REQUEST	Delegate authority to the Department of Public Health (Public Health), to execute future agreements and/or amendments to support the County-Based Medi-Cal Administrative Activities (CMAA) Program, that are consistent with the requirements of Local Government Agency (LGA) CMAA Participation Agreement from the California Department of Health Care Services (DHCS); execute amendments to Targeted Case Management Programs (TCM) Provider Participation Agreements (PPA) Number 19-19EVRGRN and or execute new TCM PPA with DHCS to continue the TCM Program; execute amendments to Host County Agreement with the County of Santa Cruz for collecting and distributing LGA's participation fees; execute future Host County agreements and/or amendments, as required by DHCS; and execute new, amend, renew or extend claim reimbursement contracts and Memoranda of Understanding (MOU) for the CMAA and/or TCM Programs.	

BACKGROUND (include internal/external issues that may exist including any related motions)	Public Health as the administrator of the CMAA and TCM programs for the County of Los Angeles, processes claims for the CMAA and TCM reimbursement on behalf of various County Departments and Community-Based Organizations. Public Health will execute MOUs with Managed Care Plans identified by the DHCS to implement a collaborative approach necessary for coordination and referral of resources.
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Joshua Bobrowsky, Public Health Director Government Affairs (213) 288-7871 jbobrowsky@ph.lacounty.gov Jose Navarro, OSB-Finance Services, LGA Coordinator jonavarro@ph.lacounty.gov Blaine McPhillips, Senior Deputy County Counsel (213) 974-1920 BMcPhillips@counsel.lacounty.gov



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

DRAFT

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www.publichealth.lacounty.gov

December 17, 2024

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

Dear Supervisors:

DELEGATED AUTHORITY TO EXECUTE FUTURE AGREEMENTS AND/OR AMENDMENTS FROM THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES AND EXECUTE HOST COUNTY AGREEMENTS AND/OR AMENDMENTS, CLAIM REIMBURSEMENT AGREEMENTS, AND MEMORANDA OF UNDERSTANDING FOR THE COUNTY-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TARGETED CASE MANAGEMENT PROGRAMS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request delegated authority to execute future agreements and/or amendments from the California Department of Health Care Services and execute Host County agreements, claim reimbursement agreements, and memoranda of understanding for the County-Based Medi-Cal Administrative Activities and/or Targeted Case Management Programs.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of the Department of Public Health (Public Health), or designee, to execute amendments to County-Based Medi-Cal Administrative Activities (CMAA) Local Government Agency (LGA) Participation Agreement (PA) with California Department of Health Care Services (DHCS), to continue the CMAA program, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

2. Delegate authority to the Director of the Public Health, or designee, to execute future CMAA LGA PA with DHCS, to continue the CMAA program, should DHCS replace the existing PA, subject to review and approval by County Counsel, and notification to your Board and the CEO.
3. Delegate authority to the Director of Public Health, or designee, to execute amendments to Targeted Case Management (TCM) Provider Participation Agreements (PPA) Number 19-19EVRGRN with DHCS to continue the TCM program, subject to review and approval by County Counsel, and notification to your Board and the CEO.
4. Delegate authority to the Director of Public Health, or designee, to execute new TCM PPA with DHCS to continue the TCM program, should DHCS replace the existing PPA, subject to review and approval by County Counsel, and notification to your Board and the CEO.
5. Delegate authority to the Director of Public Health, or designee, to execute amendments to Host County Agreement Number CMAATCM_FY22-25 County of Los Angeles, with the County of Santa Cruz, and to execute future Host County agreements and/or amendments for collecting and distributing LGA's participation fees, as required by DHCS, in amounts determined by DHCS and the LGA Consortium, subject to review and approval by County Counsel, and notification to your Board and the CEO.
6. Delegate authority to the Director of Public Health, or designee, to execute amendments to Contract Number PH-003493 with Access Services (Access), and Contract Number PH-004152 with Wayfinder Family Services (Wayfinder), to execute contract renewals or extensions at amounts to be determined by Public Health to continue processing CMAA reimbursement claims for services provided to eligible and potentially eligible Medi-Cal clients, subject to review and approval by County Counsel, and notification to your Board and the CEO.
7. Delegate authority to the Director of Public Health, or designee, to execute future contracts with qualified CMAA and/or TCM participants such as Community-Based Organizations or Los Angeles County Departments, at amounts to be determined by Public Health to process CMAA and/or TCM reimbursement claims for services provided to eligible and potentially eligible Medi-Cal clients, subject to review and approval by County Counsel, and notification to your Board and the CEO.
8. Delegate authority to the Director of Public Health, or designee, to execute future amendments to the contracts referenced in Recommendations 6 and 7 above, that reflect non-material and/or ministerial revisions to the contract terms and conditions, subject to review and approval by County Counsel, and notification to your Board and the CEO.

9. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate any contract upon issuing a written notice to the contractor(s) if the contractor(s) fail to fully comply with contractual requirements and to terminate the contract(s) for convenience by providing a 30-calendar day advance written notice to the contractor(s).
10. Delegate authority to the Director of Public Health, or designee, to execute and/or amend future memoranda of understanding (MOU) with Health Net Community Solutions, Inc. (Health Net), Kaiser Permanente, and future Medi-Cal Managed Care Health Plans (MCP) required by DHCS, to implement a collaborative approach between TCM and MCP to define respective responsibilities and necessary coordination and referral of resources, and/or reflect non-material and/or ministerial revisions to the MOU terms and conditions, subject to review and approval by County Counsel, and notification to your Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 23, 2014, your Board approved the transfer of the administration of the CMAA and TCM Programs from the CEO to Public Health. In this role, Public Health collects claim information, collaborates with the State to identify reimbursement rates, and provides technical assistance and training to the CMAA and TCM participants. The recommended actions will provide Public Health with the necessary authority required to administer the program.

Approval of Recommendation 1 will allow Public Health, the LGA, to execute amendments to CMAA LGA PA with DHCS; for continued participation in the CMAA Program.

The current CMAA PA supports CMAA claims reimbursement programs with Access, Wayfinder, the Department of Mental Health – Office of the Public Guardian (DMH – PG), Probation Department, administration costs for Public Health and the Auditor-Controller (A-C) and can support future eligible and approved CMAA providers.

Approval of Recommendation 2 will allow Public Health to execute future CMAA LGA PA with DHCS, to continue the CMAA program, should DHCS replace existing PA.

Approval of Recommendation 3 will allow Public Health to execute amendments to TCM PPA Number 19-19EVRGRN with DHCS, for continued participation in the TCM program.

The current PPA supports TCM reimbursement programs for Public Health's Nurse Family Partnership Program and can support future eligible and TCM providers.

Approval of Recommendation 4 will allow Public Health to execute future TCM PPA with DHCS to continue the TCM program, should DHCS replace existing PPA.

Approval of Recommendation 5 will allow Public Health to execute Host County Agreements with entities selected by the LGA Consortium to collect and distribute LGA participation fees. The CMAA and TCM participation fees cover the administrative costs associated with the processing claims, which include both technical assistance and monitoring activities. The total amount of the fee is based upon anticipated State salaries, benefits, operating expenses, and the equipment needed to administer the claims process.

As a requirement of the participation in the CMAA and TCM programs, and in recognition of revenue generated through the process, the PA and PPA requires all LGAs to pay an annual participation fee through a mechanism agreed by DHCS, the State, and the LGA that oversees the CMAA and TCM Programs. Payment amounts are determined based upon the percentage of revenue received by each program participant.

Approval of Recommendation 6 will allow Public Health to amend the current contracts with Access and Wayfinder; to execute contract renewals or extensions to continue processing claims for services provided to eligible and potentially eligible Medi-Cal clients under the CMAA Program. Access and Wayfinder are not permitted to submit claims directly to the State for CMAA reimbursement.

Approval of Recommendation 7 will allow Public Health to execute future contracts with qualified CMAA and/or TCM participants to process reimbursement claims for services provided to eligible and potentially eligible Medi-Cal clients; that otherwise would not be permitted to submit claims directly to the State for CMAA and/or reimbursement.

Approval of Recommendation 8 will allow Public Health to execute future amendments that reflect non-material and/or ministerial revisions to terms and conditions of the contracts referenced in Recommendations 6 and 7 above.

Approval of Recommendation 9 will allow Public Health to immediately suspend or terminate contract(s) with the contractor(s) who fail to perform and/or fully comply with contractual requirements, and to terminate contract(s) for convenience by providing 30-calendar days' advance written notice to the contractor(s).

Approval of Recommendation 10 will allow Public Health to execute and/or amend future MOUs, with Health Net, and Kaiser Permanente, and future MCPs as required by DHCS, to implement a collaborative approach between TCM and MCP to define respective responsibilities and necessary coordination and referral of resources, and to avoid duplication of services in the TCM program, and/or reflect non-material and/or ministerial revisions to the MOU terms and conditions.

Implementation of Strategic Plan Goals

The recommended actions support North Star 1, Make Investments that Transform Lives; and North Star 2, Foster Vibrant and Resilient Communities, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The LGA will be reimbursed for actual quarterly CMAA expenditures in accordance with allowable costs pursuant to the certified public expenditure, and CMAA Invoice provisions of the CMAA Operational Plan provisions. These funds support the CMAA and TCM claim reimbursement programs for Access, Wayfinder, DMH – PG, Probation Department, and administration costs for Public Health and the A-C.

The County of Santa Cruz was designated the Host County from July 1, 2019, through June 30, 2025, by all LGAs participating in the CMAA and TCM Programs. The Host County acts as the administrative and fiscal intermediary between the State and all participating LGAs and is responsible for collecting participation fees for administering the LGA Consortium. Participation fees are determined based on the percentage of revenue received by each program participant. The rate will be incremental over the two-year period of the current contract and will be reviewed and reassessed, annually, thereafter.

Access, Wayfinder, DMH – PG, and Probation Department will reimburse Public Health and the A-C for the cost associated with processing reimbursement claims based on a detailed itemization of Public Health staff time and activities. Access, Wayfinder, DMH – PG, and Probation Department will be billed 50 percent (50%) of Public Health's administrative costs with the balance to be reimbursed by the CMAA Program.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

County-based Medi-Cal Administrative Activities Program:

Under California's Medicaid State Plan agreement with the Centers for Medicare and Medicaid Services (CMS), DHCS has been designated the "single State agency" responsible for the administration and oversight of the Medi-Cal program. The County of Los Angeles (County) is the LGA that administers the CMAA program to provide services to Medi-Cal eligible populations of the Los Angeles County.

Under the Medi-Cal program, LGAs that meet Medi-Cal requirements and claim qualified expenditures associated with the administration and provision of services for the Medi-Cal program may be eligible to receive reimbursement from the federal government for a portion of the expenditures for the actual cost of providing services and/or activities, known as certified public expenditures. DHCS and County agencies promote access to health care for clients in the County public health system, minimizing both health care costs and long-term health care needs for at-risk populations, and coordinating clients'

health care needs with other providers. Reimbursable CMAA activities include but are not limited to, conducting Medi-Cal outreach, facilitating Medi-Cal eligibility determinations, Medi-Cal contract administration, and Medi-Cal program planning.

Targeted Case Management Program:

The TCM Program is an optional Medi-Cal program funded by federal and local funds. The goal of the program is to ensure that the changing needs of Medi-Cal eligible persons are addressed on an ongoing basis and appropriate choices are provided among the widest array of options for meeting those needs.

LGAs participating in the TCM program are eligible to receive federal reimbursement for the cost of providing services covered under the State Medicaid Plan(s). Reimbursable TCM services are provided to Medi-Cal eligible clients in these designated target populations 1) children under the age of 21; 2) medically fragile individuals; 3) individuals at risk of institutionalization; 4) individuals in jeopardy of negative health and psycho-social outcomes; and 5) individuals with a communicable disease. The TCM service components and procedures for constructing an appropriate process for claiming federal reimbursement are specified in the California State Medicaid Plan.

Local Administration of the CMAA and TCM Programs:

Public Health, as the administrator of the CMAA and TCM programs for the County, processes claims for the CMAA and TCM reimbursement on behalf of the following: A-C, Public Health, DMH-PG, Probation Department, Access, and Wayfinder. Public Health will execute MOUs with the identified County Departments and provide oversight of all aspects of the program including coordination of all CMAA and TCM programs: provision of training regarding State, federal and local requirements for the CMAA and TCM claims; and administration and coordination of the development of all CMAA and TCM agreements. A-C is responsible for the handling all the fiscal aspects of the CMAA and TCM reimbursement program including the review and approval of claims and distribution of payments.

On June 10, 2003, your Board approved Countywide implementation of the CMAA and TCM Program; designated the CEO as the lead LGA responsible for coordinating countywide participation in the program; and delegated authority to the CEO, or designee, to execute a contract with DHCS for the period of July 1, 2002, through June 30, 2003, and subsequent fiscal years.

On June 23, 2014, your Board approved the transfer of the LGA function and its staff from CEO to Public Health, and on July 1, 2014, the LGA Consortium selected Plumas County to serve as the Host Entity or fiscal intermediary between DHCS and all participating LGAs.

The Honorable Board of Supervisors

December 17, 2024

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On December 2, 2014, the CEO assigned the Interim Director of Public Health as the CEO's designee to accept and implement Standard Agreements and amendments from DHCS for the implementation of the CMAA and TCM programs, and to execute and amend contracts for the CMAA and TCM programs (e.g., County provider participation, and host agreements).

On May 31, 2019, your Board was notified of the use of delegated authority to execute PPA Number 19-19EVERGRN, which replaced the prior PPA Number 19-17EVERGRN from the DHCS for the TCM program.

On April 14, 2020, your Board approved the execution of Standard Agreement Number 20-10012, and subsequent execution of amendment 20-10012 A01, from DHCS to support implementation of the CMAA program.

On February 22, 2023, your Board was notified of the use of delegated authority to execute CMAA PA Number County of Los Angeles LGA CMAA that replaced Standard Agreement Number 20-10012 A01 with the DHCS to support implementation of the CMAA program.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure access to health care services for Medi-Cal eligible and potentially eligible individuals in Los Angeles County.

Respectfully submitted,

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

BF:bf
#07782

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

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/4/2024	
BOARD MEETING DATE	12/17/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Health	
SUBJECT	Request approval to execute amendments to 38 HIV and STD Prevention Services contracts to extend the term through June 30, 2025 and delegated authority to extend the term up to six additional months, as needed, through December 31, 2025.	
PROGRAM	Division of HIV and STD Programs (DHSP)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Contracts were previously solicited but the delegated authority to extend has expired. DHSP, in coordination with the Department of Public Health (Public Health) Contracts and Grants, has developed a solicitation schedule to include HIV and STD Prevention service categories. A solicitation is scheduled to be released in December 2024. Until this process is finalized, Public Health is seeking to extend these services to prevent a lapse in these necessary services.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	January 1, 2025	
COST & FUNDING	Total cost: \$8,993,224	Funding source: Centers for Disease Control and Prevention High Impact HIV Prevention and Surveillance (CDC HIHPS), CDC Strengthening STD Prevention and Control for Health Departments, Tobacco Settlement Funds, California Department of Public Health STI Prevention and Collaboration funds, Future of Public Health Funds and existing Departmental funds.
	TERMS (if applicable): January 1, 2025 through June 30, 2025 and delegated authority to extend through December 31, 2025	
	Explanation:	
PURPOSE OF REQUEST	<p>Los Angeles County (LAC) continues to experience the second largest HIV epidemic in the United States. The prompt identification and treatment of persons with HIV remains a public health priority. Community-based HIV service providers are needed to facilitate access to high quality, client-centered HIV services with the goal of decreasing the impact of HIV in LAC and addressing health disparities and inequities among sub-populations disproportionately impacted by these infections.</p> <p>In addition, LAC is experiencing the highest annual reported cases of syphilis, congenital syphilis, gonorrhea, and chlamydia. Among the most troubling trends in LAC are the increases in syphilis and congenital syphilis. There has been a 450</p>	

	percent increase in syphilis rates among females and a 235 percent increase in males in the last decade. Congenital syphilis (CS) rates have increased by more than 1,100 percent in less than a decade. In 2023, 126 CS cases were reported to LAC, a 21-fold increase from 2012 when just six CS cases were reported in LAC.
BACKGROUND (include internal/external issues that may exist including any related motions)	Since the original award and execution of the 38 referenced contracts, the contracts have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to the statement of work and scope of work. To prevent a gap in services, Public Health is requesting to extend these services until the solicitation process is complete.
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: (2) Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations. These services are provided to populations in disadvantaged areas and who engage in risky behaviors for HIV and STD.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: 2. Alliance for Health Integration; reduce health inequities and integrate services across health services and public health to assist client's access to core services including mental health. These services provide HIV testing, STD testing and treatment and linkage to support services such as mental health, substance use services, housing services, etc.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ol style="list-style-type: none"> 1. Joshua Bobrowsky, Director Government Affairs, Public Health (213) 288-7871, jbobrowsky@ph.lacounty.gov 2. Mario Perez, Director, Division of HIV and STD Programs (213) 351-8001, mjperez@ph.lacounty.gov 3. Emily Issa, Senior Deputy County Counsel (213) 974-1827, Eissa@counsel.lacounty.gov



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

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County Health Officer

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www.publichealth.lacounty.gov

December 17, 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 38 SOLE SOURCE AMENDMENTS TO HIV AND STD
PREVENTION SERVICES CONTRACTS TO EXTEND THE TERM THROUGH
JUNE 30, 2025
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute amendments to 38 HIV and STD Prevention Services contracts to extend the term through June 30, 2025, and delegated authority to extend the term up to six additional months, as needed, through December 31, 2025.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute 38 sole source contract amendments to HIV and STD Prevention contracts with the providers identified in Attachment A, for the provision of STD Screening, Diagnosis, and Treatment Services (STD-SDTS); STD Sexual Health Express Clinic (SHEX-C) Services; HIV Testing Services (HTS); Comprehensive HIV and STD Testing and STD Treatment Services in the City of Long Beach (HTS-STD LB); HIV/STD Screening Services in Commercial Sex Venues (CSV); and STD Infertility Prevention Project Services (STD IPP), substantially similar to Exhibits I, II, III, IV and V, that extend the term through



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Fifth District

June 30, 2025, at a total maximum obligation of \$8,993,224, 100% funded by Centers for Disease Control and Prevention High Impact HIV Prevention and Surveillance funds (CDC HIHPS), CDC Strengthening STD Prevention and Control for Health Departments (CDC PCHD), Tobacco Settlement Funds (TSF), California Department of Public Health (CDPH) STI Prevention and Collaboration (STI-PC) Agreement Number 24-ST110, Future of Public Health (FoPH) funds, and existing Departmental resources.

2. Delegate authority to the Director of Public Health, or designee, to execute amendments that: a) allow the rollover of unspent contract funds, if allowable by the grantor; b) provide an increase or decrease in funding up to 10% above or below the annual base maximum obligation, effective upon amendment execution, or at the beginning of the applicable contract period; c) correct errors in the contracts' terms and conditions and/or update the statement of work and/or scope of work, as necessary; d) extend the term up to six additional months, as needed, through December 31, 2025, at amounts determined by Public Health, contingent upon the availability of funds and contractor performance, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the 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 if contractors fail to perform and/or fully comply with contract requirements, and terminate the contracts for convenience by providing a 30-calendar day advance written notice to contractors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

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

In addition, LAC is experiencing the highest annual reported cases of syphilis, congenital syphilis, gonorrhea, and chlamydia. Among the most troubling trends in LAC are the increases in syphilis and congenital syphilis. There has been a 450% increase in syphilis among females and a 235% increase in males in the last decade. Congenital syphilis (CS) rates have increased by more than 1,100% in less than a decade. In 2023, 126 CS cases were reported, a 21-fold increase from 2012 when just six CS cases were reported in LAC.

HTS, HTS-STD LB, and CSV services

HTS provides HIV testing in storefront locations to individuals at high risk for HIV infection, as well as HIV risk assessment and counseling sessions for clients requiring more intense intervention. HTS also provides social and sexual network-based HIV testing to individuals at high risk for HIV infection by enlisting HIV-positive or HIV-negative high-risk persons from the community who are able and willing to recruit individuals at risk for HIV infection from their social, sexual, or drug-using networks. HTS-STD LB services target individuals at high risk for HIV and STD infection within the city limits of Long Beach, with a focus on men who have sex with men (MSM) and transgender persons, both of whom have a high burden of HIV and STD infection. CSV-based services provide HIV and syphilis testing at establishments that charge patrons or members a fee for admission or membership, and are venues where sexual activity is permitted.

STD-SDTS, SHEx-C and STD IPP Services

STD-SDTS serves individuals at high risk for infection by providing onsite treatment for individuals diagnosed with one or more STD(s), linkage to medical care for individuals diagnosed with HIV infection, Patient-Delivered Partner Therapy (PDPT), and education and referral to appropriate biomedical prevention programs. STD IPP includes STD prevention and control services within LAC and South Los Angeles, in particular. Services include technical assistance and training for clinics, targeted community-based social marketing and outreach, and community engagement. STD IPP also supports expanded and enhanced case finding and treatment through continuation of the community-based public health investigation model utilizing a community-embedded disease intervention specialist, and the delivery of PDPT for chlamydia and gonorrhea control, including expansion of PDPT to new partner clinics.

Approval of Recommendation 1 will allow Public Health to execute amendments with the providers identified in Attachment A, to extend contracts for the continuation of critical HTS, CSV, STD-SDTS, STD SHEx-C, HTS-STD-LB, and STD IPP services to the residents of LAC.

In addition, Approval of Recommendation 1, will allow Public Health sufficient time for completion of the solicitation process for new contracts for these services (scheduled to be released in December 2024 with services expected to commence July 2025).

Approval of Recommendation 2 will allow Public Health to execute amendments to the contracts to rollover unspent funds; increase or decrease funding up to 10% above or below the annual base maximum obligation; update the statement of work and/or scope of work; and/or correct errors in the contracts' terms and conditions, as necessary and to extend the terms, as needed, through December 31, 2025.

Approval of Recommendation 3 will allow Public Health to execute change notices to the contracts that authorize modifications to the budget with corresponding modifications to

the statement of work and/or scope of work that are within the same scope of services, as necessary; and changes to hours of operation and/or service locations.

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

Implementation of Strategic Plan Goals

The recommended actions support North Star 2, Foster Vibrant and Resilient Communities through focus area goals of Public Health and Economic Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation of the recommended HIV and STD Prevention amendments is \$8,993,224, for the period of January 1, 2025, through June 30, 2025, consisting of \$3,282,637 for HTS, \$150,000 for CSV, \$3,241,154 for STD-SDTS, \$1,280,904 for SHEx-C, \$500,000 for HTS-STD LB and \$538,529 for STD IPP, 100% funded by CDC HIHPS, CDC PCHD, CDPH STIPC, TSF, FoPH, and existing Departmental resources.

There is no additional net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

As required by Board Policy 5.100, your Board was notified on November 4, 2024, of Public Health's intent to extend the term of these 38 HIV and STD prevention contracts as sole source. Due to federal budget cuts to our prevention portfolio, Public Health's Division of HIV and STD Programs recently underwent a funding exercise that included programmatic decisions which resulted in a reduction in the number of contracts being recommended for continued services, and notification to those providers regarding the non-renewal, therefore delaying the six-month advance notice.

Attachment B is the set of seven sole source checklists for the 38 HIV and STD Prevention contracts signed by the CEO.

CONTRACTING PROCESS

Since the original award and execution of the 38 referenced contracts, the contracts have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to the statement of work and scope of work.

HTS and CSV

On December 17, 2019, your Board approved 33 new contracts for HTS (i.e., storefront, social and sexual networks) and CSV service as a result of a solicitation for the term effective January 1, 2020 through December 31, 2022, and delegated authority to extend those contracts through December 31, 2024.

On December 28, 2022, Public Health extended 30 of the 33 original contracts through December 31, 2024. Three HTS contracts with APLA Health & Wellness, East Valley Community Health Center, Inc. and Friends Research Institute, Inc. were discontinued or relinquished by the agency.

Under this current Board action, Public Health is requesting to extend 23 of the 30 current HTS and CSV contracts that include HTS storefront services and HTS social and sexual networks.

STD-SDTS and SHEX-C

On December 17, 2019, and January 16, 2020, Public Health exercised delegated authority approved in a November 20, 2018 Board motion to execute 10 STD-SDTS and four new STD Prevention Services contracts, effective January 1, 2020, and February 1, 2020, and through January 31, 2023, and delegated authority to extend contracts through December 31, 2024, and January 31, 2025, respectively.

On December 27, 2022, Public Health exercised delegated authority to extend 13 STD Prevention services contracts through December 31, 2024.

Under this current Board action, Public Health is requesting to extend 11 of the original 13 contracts.

HTS-STD LB

On April 2, 2019, your Board approved four new contracts as a result of a solicitation for the provision of HTS-STD LB effective April 2, 2019, through December 31, 2021, and delegated authority to extend through December 31, 2023.

On December 5, 2023, your Board approved sole source amendments to the four HTS-STD LB contracts to extend the term for 12 additional months, through December 31, 2024.

Under this current Board action, Public Health is requesting to extend three of the original four contracts.

STD IPP

On August 11, 2009, your Board approved an STD IPP sole source contract with Essential Access Health (formerly California Family Health Council, Inc.). As a recipient of federal STD funds, Public Health was required to allocate 50% of grant funds to a Title X Family Planning agency to support Public Health in screening and evaluating chlamydia, gonorrhea, and other STDs among women who access services in family planning clinic settings.

On January 23, 2024, your Board approved an amendment to the Essential Access Health contract to increase funding to support Community Embedded Disease Intervention Specialist services, and delegated authority to extend the contract through December 31, 2024.

On June 17, 2024, Public Health exercised delegated authority to extend the Essential Access Health contract through December 31, 2024.

Under this current Board action, Public Health is requesting to extend Essential Access Health sole source contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue providing HIV and STD testing services and STD treatment services to help decrease HIV and STD infection and transmission rates in LAC.

Respectfully submitted,

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

BF:jb
BL# 7942

Enclosures

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

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

No.	Contractor Name	Contract No.	Extended Term Annual Maximum Obligation 1/1/25- 6/30/25	Service Planning Area (SPA) Served	Supervisory District Served
HIV TESTING SERVICES (HTS) - STOREFRONT					
1	AIDS Healthcare Foundation	PH-004093	\$ 308,929	4	1, 3, & 5
2	Bienestar Human Services, Inc.	PH-004097	\$ 192,500	2, 3, 4, 6, & 7	1, 2, & 3
3	Charles R. Drew University of Medicine & Science	PH-004098	\$ 192,500	6	2
4	Children's Hospital of Los Angeles	PH-004099	\$ 151,043	4, 6, & 8	1, 2, & 3
5	City of Pasadena Public Health Department	PH-004100	\$ 185,940	3	5
6	El Proyecto del Barrio, Inc.	PH-004102	\$ 192,500	2	3
7	JWCH Institute, Inc.	PH-004104	\$ 202,229	1, 4, & 7	1, 4, & 5
8	Los Angeles Centers for Alcohol and Drug Abuse	PH-004105	\$ 99,451	4 & 7	1 & 4
9	Los Angeles LGBT Center	PH-004106	\$ 262,193	4	1 & 3
10	Special Service for Groups	PH-004108	\$ 92,500	4	1 & 2
11	The Wall Las Memorias Project	PH-004110	\$ 192,500	4 & 8	1 & 4
12	Venice Family Clinic	PH-004111	\$ 109,297	5	3
TOTAL HTS - STOREFRONT = 12			\$ 2,181,582		

No.	Contractor Name	Contract No.	Extended Term Annual Maximum Obligation 1/1/25- 6/30/25	SPA Served	Supervisory District Served
HTS - SOCIAL AND SEXUAL NETWORKS					
13	AIDS Healthcare Foundation	PH-004112	\$ 162,422	4 & 8	1, 3, 4 & 5
14	Bienestar Human Services, Inc.	PH-004114	\$ 100,000	2, 3, 4, 6, & 8	1, 2, 3, & 4
15	Charles R. Drew University of Medicine & Science	PH-004115	\$ 125,000	4 & 6	1 & 2
16	City of Long Beach	PH-004116	\$ 128,107	8	4
17	City of Pasadena Public Health Department	PH-004117	\$ 37,500	3	5
18	Los Angeles Centers for Alcohol and Drug Abuse	PH-004120	\$ 50,000	4 & 7	1 & 4
19	Los Angeles LGBT Center	PH-004121	\$ 183,331	4	3
20	Realistic Education in Action Coalition to Foster Health d.b.a. REACH LA	PH-004122	\$ 100,000	4	1
21	St. John's Well Child & Family Center	PH-004123	\$ 114,695	6	2
22	The Wall Las Memorias Project	PH-004124	\$ 100,000	4 & 8	1 & 4
TOTAL HTS - SOCIAL & SEXUAL NETWORKS = 10			\$ 1,101,055		
HIV TESTING & SYPHILIS TESTING IN COMMERCIAL SEX VENUES (CSV)					
23	JWCH Institute, Inc.	PH-004125	\$ 150,000	2 & 4	1, 2, 3, 4 & 5
TOTAL HTS - CSV = 1			\$ 150,000		
COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT SERVICES IN THE CITY OF LONG BEACH (HTS-STD LB)					
24	AIDS Healthcare Foundation	PH-003778	\$ 200,000	8	4
25	APLA Health & Wellness	PH-003779	\$ 100,000	8	4
26	One in Long Beach, d.b.a. The Center	PH-003781	\$ 200,000	8	4
TOTAL HTS-STD LB = 3			\$ 500,000		

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

No.	Contractor Name	Contract No.	Extended Term Annual Maximum Obligation 1/1/25- 6/30/25	Service Planning Area (SPA) Served	Supervisory District Served
STD, SCREENING, DIAGNOSIS AND TREATMENT SERVICES (STD-SDTS)					
27	AIDS Healthcare Foundation	PH-004126	\$ 649,772	6	2
28	Altamed Health Services Corporation	PH-004130	\$ 131,550	3	1&5
29	Central City Community Health Center	PH-004128	\$ 120,000	6	2
30	Children's Hospital of Los Angeles	PH-004129	\$ 60,696	4 & 6	2 & 3
31	JWCH Institute, Inc.	PH-004131	\$ 172,090	1, 4, & 7	1, 4, & 5
32	Los Angeles LGBT Center	PH-004132	\$ 1,849,278	4	3
33	Northeast Valley Health Corporation	PH-004133	\$ 137,768	2	3
34	Watts Healthcare Corporation	PH-004135	\$ 120,000	6	2
TOTAL STD-SDTS = 8			\$ 3,241,154		

No.	Contractor Name	Contract No.	Extended Term Annual Maximum Obligation 1/1/25- 6/30/25	SPA Served	Supervisory District Served
SEXUAL HEALTH EXPRESS CLINICS (SHEX-C)					
35	AIDS Healthcare Foundation	PH-004155	\$ 375,000	4	3
36	APLA Health & Wellness	PH-004156	\$ 429,407	6	2
37	Men's Health Foundation	PH-004158	\$ 476,497	4 & 6	2 & 3
TOTAL SHEX-C = 3			\$ 1,280,904		
STD INFERTILITY PREVENTION PROJECT (STD IPP)					
38	Essential Access Health	PH-000749	\$ 538,529	1-8	1-5
TOTAL STD IPP = 1			\$ 538,529		
GRAND TOTAL OF ALL CONTRACTS = 38			\$ 8,993,224		

SOLE SOURCE CHECKLIST FOR HIV TESTING & SYPHILIS TESTING IN COMMERICAL SEX VENUE CONTRACT

Department Name: Department of Public HealthContract:
JWCH Institute, Inc. PH-004125

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: 12-17-19

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

Ray Young for Erika Bonilla
Chief Executive Office

10/31/2024
Date

SOLE SOURCE CHECKLIST FOR HIV TESTING SERVICES - STOREFRONT CONTRACTS

Contracts:

- 1. AIDS Healthcare Foundation PH-004093
- 2. Bienestar Human Services, Inc. PH-004097
- 3. JWCH Institute, Inc. PH-004104
- 4. Children's Hospital of Los Angeles PH-004099

- 5. City of Pasadena Public Health Department PH-004100
- 6. El Proyecto del Barrio, Inc. PH-004102
- 7. Charles R. Drew University of Medicine & Science PH-004098
- 8. Los Angeles Centers for Alcohol and Drug Abuse PH-004105
- 9. Los Angeles LGBT Center PH-004106
- 10. Special Service for Groups PH-004108
- 11. The Wall Las Memorias Project PH-004110
- 12. Venice Family Clinic PH-004111

Department Name: Department of Public Health

- New Sole Source Contract
 - Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: 12-17-19

12-17-19

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Ray Young for Erika Bonilla
Chief Executive Office

10/31/2024
Date

SOLE SOURCE CHECKLIST FOR HIV TESTING SERVICES - STOREFRONT CONTRACTS

Contracts:

1. Healthcare Foundation
PH-004112
2. Bienestar Human Services,
Inc. PH-004114
3. Charles R. Drew University of
Medicine & Science
PH-004115

4. City of Long Beach PH-004116
5. City of Pasadena Public Health
Department PH-004117
6. Los Angeles Centers for Alcohol and
Drug Abuse PH-004120
7. Los Angeles LGBT Center
PH-004121
8. Realistic Education in Action
Coalition to Foster Health d.b.a.
REACH LA PH-004122
9. St. John's Well Child & Family
Center PH-004123
10. The Wall Las Memorias Project
PH-004124

Department Name: Department of Public Health

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: 12-17-19

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Ray Young for Erika Bonilla
Chief Executive Office

10/31/2024
Date

SOLE SOURCE CHECKLIST FOR HIV AND STD PREVENTION IN CITY OF LONG BEACH CONTRACTS

Department Name: Department of Public Health

Contracts:

AIDS Healthcare Foundation PH-003778
 APLA Health & Wellness PH-003779
 One in Long Beach, d.b.a. The Center PH-003781

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: _____

12-17-19

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
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Ray Young for Erika Bonilla
 Chief Executive Office

10/31/2024
 Date

SOLE SOURCE CHECKLIST FOR STD INFERTILITY PREVENTION PROJECT CONTRACT

Department Name: Department of Public Health

Contract:
Essential Access Health PH-000749

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: 12-17-19

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i> (see justification below)
<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.
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Ray Young for Erika Bonilla
Chief Executive Office

10/31/2024
Date

Justification: Under the current CDC STD grant, DPH is no longer required to allocate funding for a Title X Family Planning agency; however, Essential Access Health (EAH) is the only provider that delivers specialized, critical services supporting DPH efforts to address the STD burden in South Los Angeles. Extension of the STD Infertility Prevention Program contract allows for the continuation of vital STD training and technical assistance to Title X and some non-Title X clinics that screen young women for chlamydia and gonorrhea, as well as the continued distribution of Partner Delivered Patient Therapy (PDPT) packages (chlamydia and gonorrhea medication) to partner clinics, which can assist with addressing the HIV and STD disease. Failure to extend the term of the contract with EAH will create a gap in providing vital technical assistance and training for partner clinic staff and the dissemination of PDPT to partner sites. It will allow for continued efforts around raising awareness and increasing STD prevention activities among young women and men in South Los Angeles.

SOLE SOURCE CHECKLIST FOR SEXUAL HEALTH EXPRESS CLINICS CONTRACTS

Department Name: Department of Public Health

Contracts:

- 1. AIDS Healthcare Foundation PH-004155
- 2. APLA Health & Wellness PH-004156
- 3. Men's Health Foundation PH-004158

New Sole Source Contract

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: 12-17-19

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
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<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
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Ray Young for Erika Bonilla
Chief Executive Office

10/31/2024
Date

SOLE SOURCE CHECKLIST FOR STD SCREENING, DIAGNOSIS AND TREATMENT CONTRACTS

Department Name: Department of Public Health

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: _____

Contracts:
 1. AIDS Healthcare Foundation
 PH-004126
 2. Los Angeles LGBT Center
 PH-004132
 3. Altamed Health Services Corporation
 PH-004130

4. Watts Healthcare Corporation
 PH-004135
 5. Central City Community Health Center
 PH-004128
 6. Children's Hospital of Los Angeles
 PH-004129
 7. JWCH Institute, Inc.
 PH-004131
 8. Northeast Valley Health Corporation
 PH-004133

12-17-19

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

Ray Young for Erika Bonilla
 Chief Executive Office

10/31/2024
 Date

DEPARTMENT OF PUBLIC HEALTH
STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES
CONTRACT WITH [CONTRACTOR NAME]

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XX.	Campaign Contributions.....	5

Amendment No. [REDACTED]

**DEPARTMENT OF PUBLIC HEALTH
STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES CONTRACT WITH
(AGENCY NAME)**

THIS AMENDMENT is made and entered into on _____,

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

and (AGENCY NAME)
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES CONTRACT" dated XXXX X, 2020, and further identified as Contract No. PH-00XXXX, and all amendments thereto (all hereafter "Contract"); and

WHEREAS, on December 17, 2024, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute an amendment to the Contract to extend the term and make other updates as necessary; and

WHEREAS, County has been allocated funds from the Federal Centers for Disease Control and Prevention (CDC), Strengthening STD Prevention and Control for Health Departments (STD PCHD), Assisting Listing Number 93.977, California Department of Public Health STI Prevention and Collaboration Agreement Number

STI110, Future of Public Health funds, Tobacco Settlement Funds, and net County cost funds, a portion of which has been allocated to the Contract; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term through June 30, 2025, for the continued provision of STD Screening, Diagnosis, and Treatment Services, update certain terms and provisions, amend exhibits and schedules, and update the statement of work, scope of work, and budgets; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution for the period of January 1, 2025 through June 30, 2025.

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

"A. Contractor will provide services in the manner described in Exhibits A and A.1, Statements of Work, and Exhibits B, B-1, B-2, B-3, B-4, B-5 and B-6, Scopes of Work."

"D. Federal Award Information for this Contract is detailed in Exhibits N, N.1, and N.2, Notice of Federal Subaward Information."

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

“The term of this Contract is effective **January 1, 2020** and will continue in full force and effect through June 30, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract.”

4. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, Subparagraph I, is deleted in its entirety and replaced as follows:

5. MAXIMUM OBLIGATION OF COUNTY:

“I. For the period of January 1, 2025 through June 30, 2025, the maximum obligation of County for all services provided hereunder will not exceed _____ (\$_____).

Such overall maximum obligation is comprised entirely of **CDPH STI Prevention and Collaboration funds, CDC PCHD, NCC, Future of Public Health, and Tobacco Settlement Funds, as set forth in Exhibit C, Schedule X, and X.**”

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

“A. Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in **Exhibit A.2, Service Delivery Site Questionnaire Table 1, and in accordance with Exhibit B-6.**”

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

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

7. Paragraph 33, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, is deleted in its entirety and replaced as follows:

“33. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

A. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified

GAIN/START job candidates.

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

3. Paragraph **XX**, CAMPAIGN CONTRIBUTION PROHIBITION

FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING, is added as a new provision as follows:

XX. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract, including any amendment to this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.”

9. Exhibit A, STATEMENT OF WORK FOR STD, SCREENING, DIAGNOSIS, AND TREATMENT SERVICES, Subparagraph 3.10.2, first paragraph, is deleted in its entirety and replaced as follows:

"Contractor’s Service Delivery Sites(s): Contractor's facilities where services are to be provided hereunder are located at: _____, and as described in **Service Delivery Site Questionnaire, Table-1-Revised.1.**

10. Exhibit A, STATEMENT OF WORK FOR STD, SCREENING, DIAGNOSIS, AND TREATMENT SERVICES, Paragraph 4.9, Payment for Laboratory Processing, the following subparagraph is added as follows:

“For the period 1/1/25 – 06/30/25, the County will be the payer of last resort for laboratory testing services required under this Contract, and will only reimburse Contractor for laboratory testing costs for services provided for eligible clients not covered, or partially covered, by public or private health insurance plans. Contractor may submit STD screening specimens taken to perform STD Screening, Diagnosis, and Treatment services required by this agreement to the LAC Public Health Laboratory or Contractor may use funding provided under this Contract to cover laboratory service costs, only after Contractor has screened for and billed other third-party payors (i.e. health care insurance providers, such as, but not limited to Medicaid, Family PACT, and/or private insurance).”

11. Exhibit B-6, SCOPE OF WORK FOR STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES, attached hereto and incorporated herein by reference, is added to the Contract.

12. Schedule 6, attached hereto and incorporated herein by reference, is added to Exhibit C.

13. Exhibit N.1 or N.2, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference, is added to the Contract.

14. SERVICE DELIVERY SITE QUESTIONNAIRE, TABLE 1-REVISED, FOR STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES, attached hereto and incorporated herein by reference, is added to the Contract.

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

COUNTY OF LOS ANGELES

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

AGENCY NAME
Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

BL#7950

EXHIBIT C
SCHEDULE 6
BUDGET FOR
STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES

AGENCY NAME

		<u>Budget Period</u> January 1, 2025 through June 30, 2025
Salaries	\$	0
Employee Benefits	\$	0
Travel	\$	0
Equipment	\$	0
Supplies	\$	0
Other	\$	0
Consultants/Subcontracts	\$	0
Indirect Cost*	\$	0
TOTAL PROGRAM BUDGET	\$	0

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

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED.1

Site # 1 of 1

1 Agency Name: AGENCY NAME

2 Executive Director: _____

3 Address of Service Delivery Site: _____

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

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

5 In which Supervisorial District is the service delivery site?

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

6 Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site? 100%

DEPARTMENT OF PUBLIC HEALTH
HIV TESTING SERVICES - STOREFRONT
CONTRACT

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87.	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.....	7

Amendment No. [redacted]

**DEPARTMENT OF PUBLIC HEALTH
HIV TESTING SERVICES - STOREFRONT CONTRACT**

THIS AMENDMENT is made and entered into on _____,

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

and AGENCY NAME
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HIV TESTING SERVICES" dated [redacted], and further identified as Contract No. PH-00[redacted], and any amendments thereto (all hereafter "Contract"); and

WHEREAS, on December 17, 2024, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute amendments to the Contract to extend the term and make other updates, as necessary; and

WHEREAS, County has been allocated funds from the Federal Centers for Disease Control and Prevention (CDC), High-Impact HIV Prevention and Surveillance Programs for Health Department (HIHPS) funds, Assistance Listing Number 93.940, of which a portion has been designated to the Contract; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term through June 30, 2025; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution for the period of January 1, 2025 through June 30, 2025.

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

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

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

"The term of this Contract is effective January 1, 2020 and will continue in full force and effect through June 30, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract."

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

"I. For the period of January 1, 2025 through June 30, 2025, the maximum obligation of County for all services provided hereunder will not exceed XXXXXXXXXXXX dollars (\$XXX,000), as set forth in Exhibit C, Schedules 11 and 12."

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

"A. Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibits A and A.1, and in accordance with Exhibit B-6."

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

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

7. Paragraph 33, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, is deleted in its entirety and replaced as follows:

"33. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

A. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve

Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8. Paragraph 60, PUBLIC RECORDS ACT, is deleted in its entirety and replaced as follows:

"60. PUBLIC RECORDS ACT

A. Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions listed in California Government Code Section 7921.000 et seq. (Public Records Act) may be applied to documents which are marked "trade secret," "confidential," or "proprietary."

The County will not in any way be liable or responsible for the disclosure of

any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

9. Paragraph 70, TERMINATION FOR DEFAULT, is deleted in its entirety and replaced as follows:

“70. TERMINATION FOR DEFAULT: The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgement of County’s Project Director:

A. Contractor has materially breached this Contract; or

B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

C. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in the Paragraph above if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity; acts of federal or State governments in their sovereign capacities; or fires, floods, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and any subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance

schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

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

10. Paragraph 87, CAMPAIGN CONTRIBUTION PROHIBITION

FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING, is added as follows:

“87. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract, including any amendment to this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.”

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

"Contractor's Service Delivery Sites(s): Contractor's facilities where services are to be provided hereunder are located at: _____ as described in **Service Delivery Site Questionnaire, Table-1-Revised.1.**

12. Exhibit **B-6**, SCOPE OF WORK for HIV TESTING SERVICES, attached hereto and incorporated herein by reference, is added to the Contract.

13. Schedules **11 and 12**, attached hereto and incorporated herein by reference, are added to Exhibit C.

14. **Exhibit N, N .1, or N.2**, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference, is added to the Contract.

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

16. Except for the changes set forth hereinabove, the Contract will not be changed in any respect by this amendment.

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

COUNTY OF LOS ANGELES

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

AGENCY NAME
Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

BL#7950

EXHIBIT C
SCHEDULE 11
HIV TESTING SERVICES – STOREFRONT

	<u>Budget Period</u> January 1, 2025 through <u>June 30, 2025</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ <u>0</u>
TOTAL PROGRAM BUDGET	\$ 0

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

EXHIBIT C
SCHEDULE 12
HIV TESTING SERVICES - STOREFRONT
PAY FOR PERFORMANCE

	<u>Budget Period</u> January 1, 2025 through June 30, 2025
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ <u>0</u>
TOTAL PROGRAM BUDGET	\$ 0

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

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED.1

Site # X of X

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

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

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

5 In which Supervisorial District is the service delivery site?

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

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

AMENDMENT No. [REDACTED]

DEPARTMENT OF PUBLIC HEALTH

COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT SERVICES
CONTRACT WITH [CONTRACTOR NAME]

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34.	Consideration of Hiring GAIN/START Participants.....	4
XX.	Campaign Contributions.....	5

Amendment No. [REDACTED]

**DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT SERVICES
CONTRACT WITH
(AGENCY NAME)**

THIS AMENDMENT is made and entered into on _____,

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

and (AGENCY NAME)
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT SERVICES IN THE CITY OF LONG BEACH CONTRACT," dated [enter date of original contract], and further identified as Contract No. PH-XXXXXX, and all amendments thereto (all hereafter "Contract"); and

WHEREAS, on [December 17, 2024], the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute an amendment to the Contract to extend the term and make other updates as necessary; and

WHEREAS, County has been allocated funds from the [Federal Centers for Disease Control and Prevention (CDC), High-Impact HIV Prevention and Surveillance Programs for Health Department funds (HIHPS), Assistance Listing Number 93.940, and net County cost funds], of which a portion has been designated to the Contract; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term through June 30, 2025, for the continued provision of Comprehensive HIV and

STD Testing and STD Treatment Services; update certain terms and provisions; amend exhibits and schedules; and update the statement of work, scope of work, and budget; and

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution for the period of January 1, 2025 through June 30, 2025.

2. Paragraph 3, DESCRIPTION OF SERVICES, Subparagraphs A and D are deleted in their entireties and replaced as follows:

"A. Contractor will provide services in the manner described in Exhibits A, A.1, and A.2, Statements of Work, and Exhibits A-1, A-2, A-3, A-4, A-5, A-6, and A-7, Scopes of Work.

D. Federal Award Information for this Contract is detailed in Exhibit M.2, Notice of Federal Subaward Information, attached hereto and incorporated by reference."

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

"The term of this Contract is effective **April 2, 2019** and will continue in full force and effect through June 30, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract."

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

"J. Effective January 1, 2025 through June 30, 2025, the maximum obligation of County for all services provided hereunder will not exceed _____ (**\$ _____**), as set forth in Exhibit B, Schedules **19, 20, and 21.**"

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

"A. Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in **Exhibits A, A.1, A.2, A-3, A-4, A-5, A-6 and A-7,** and in accordance with Exhibit B."

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

"A. Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. In the event of a breach, suspected breach, or unlawful use or disclosure of confidential records, Contractor

must immediately, no later than 24 hours after discovery, notify the County's Project Manager.”

7. Paragraph 34, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, is deleted in its entirety and replaced as follows:

“34. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

A. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor’s minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bsservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8. Paragraph XX, CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING, is added as follows:

“Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract, including any amendment to this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.”

9. Exhibit A, STATEMENT OF WORK FOR COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT SERVICES, [Subparagraph 6.10.2](#), first paragraph is deleted in its entirety and replaced as follows:

“Contractor’s Service Delivery Site(s): Contractor’s facilities where services are to be provided hereunder are located at: [\[REDACTED\]](#) and as described in [Service Delivery Site Questionnaire, Table 1-revised](#).”

10. [Exhibit A-7](#), SCOPE OF WORK, attached hereto and incorporated by reference, is added to the Contract.

11. Schedules [19, 20, and 21](#), attached hereto and incorporated herein by reference, are added to Exhibit B.

12. Exhibit [M.2](#), Notice of Federal Subaward Information, attached hereto and incorporated herein by reference, is added to the Contract.

13. [SERVICE DELIVERY SITE QUESTIONNAIRE, TABLE 1-REVISED.1](#), FOR COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT IN THE CITY OF LONG BEACH, attached hereto and incorporated herein by reference, is added to the Contract.

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

COUNTY OF LOS ANGELES

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

(agency name)
Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management
BL#7942

EXHIBIT B
SCHEDULE 19
COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT SERVICES
HIV TESTING BASE
AGENCY NAME

Budget Period
January 1, 2025
Through
June 30, 2025

Salaries	\$	0
Employee Benefits	\$	0
Travel	\$	0
Equipment	\$	0
Supplies	\$	0
Other	\$	0
Consultant/Subcontractor	\$	0
Indirect Costs*	\$	<u>0</u>
TOTAL PROGRAM BUDGET		\$ 0

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

EXHIBIT B
SCHEDULE 20
COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT SERVICES
HIV TESTING PAY FOR PERFORMANCE

AGENCY NAME

Budget Period

January 1, 2025

Through

June 30, 2025

Maximum Pay for Performance Obligation

\$ 000,000

During the term of the Contract, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of the Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

EXHIBIT B

SCHEDULE 21

COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT SERVICES STD TESTING & TREATMENT

AGENCY NAME

	<u>Budget Period</u>
	January 1, 2025
	Through
	<u>June 30, 2025</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

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

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED.1

Site # 1 of 1

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

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

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

5 In which Supervisorial District is the service delivery site?

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

6 Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site? 100%

Amendment No. 40

DEPARTMENT OF PUBLIC HEALTH

**STD INFERTILITY PREVENTION PROJECT SERVICES
CONTRACT WITH ESSENTIAL ACCESS HEALTH**

Paragraph	TABLE OF CONTENTS	Page
Recitals		1
1. Term		2
2. Description of Services		2
4. Maximum Obligation of County.....		3

Amendment No. 40

**DEPARTMENT OF PUBLIC HEALTH
STD INFERTILITY PREVENTION PROJECT SERVICES CONTRACT WITH
ESSENTIAL ACCESS HEALTH**

THIS AMENDMENT is made and entered into on _____,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

ESSENTIAL ACCESS HEALTH
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "STD INFERTILITY PREVENTION PROJECT SERVICES AGREEMENT," dated August 11, 2009, and further identified as Contract No. PH-000749, and any amendments thereto (all hereafter "Contract"); and

WHEREAS, on December 17, 2024, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute amendments to the Contract to extend the term and make any other updates, as necessary; and

WHEREAS, County has been allocated funds from the Federal Centers for Disease Control and Prevention (CDC), Strengthening STD Prevention and Control for Health Departments (STD PCHD), Assistance Listing Number 93.977; California Department of Public Health STD Control Branch (CDPH STDCB) STI Prevention and Collaboration SA STI110 funds, and net County cost (NCC) funds, a portion of which has been allocated to the Contract; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term through June 30, 2025, for the continued provision of STD Infertility Prevention Project services, update certain terms, amend schedules, and update the scope of work and budget; and

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution for the period of January 1, 2025 through June 30, 2025.
2. Paragraph 1, first subparagraph, TERM, is deleted in its entirety and replaced as follows:

“The term of this Contract is effective August 11, 2009 and will continue in full force and effect through June 30, 2025, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Contract in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS herein.”
3. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph Q is deleted in its entirety and replaced, and Subparagraph **T** is added as follows:

“Q. Federal Award Information for this Contract is detailed in Exhibits

T.1, T.2 and T.3, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference.

T. For the period of January 1, 2025 through June 30, 2025, Contractor will provide services in the manner described in Exhibits W, W-1, and W-2 attached hereto and incorporated herein by reference.”

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

“Q. For the period of January 1, 2025 through June 30, 2025, the maximum obligation of County for all services provided will not exceed five hundred thirty-eight thousand, five hundred twenty-nine dollars (\$538,529), subject to availability of funding, and only to the extent that such funds are reimbursable to County, consistent with federal, State, and/or County budget reductions.

Of this amount, XXXXXXXXXX thousand dollars (\$XXXX), is allocated to the Infertility Prevention Project services as set forth in Schedule XLII; XXXXXXXXXXXXXX dollars (\$XXXX), is allocated to provide sexually transmitted disease services to young women of color in the Second Supervisorial District as set forth in Schedule XLIII; and XXXXXXXXXX dollars (\$XXXX), is allocated to providing patient delivered partner therapy as set forth in Schedule XLIV.”

- 5. Exhibits W, W-1 and W-2, SCOPES OF WORK FOR SEXUALLY TRANSMITTED DISEASE INFERTILITY PREVENTION PROGRAM SERVICES, attached hereto and incorporated herein by reference, are added to the Contract.
- 8. Schedules XLII, XLIII, and XLIV, BUDGET(S) FOR SEXUALLY

TRANSMITTED DISEASE INFERTILITY PREVENTION PROGRAM SERVICES,
attached hereto and incorporated herein by reference, are added to the Contract.

9. Exhibit T.3, Notice of Federal Subaward Information, attached hereto and
incorporated herein by reference, is added to the Contract.

10. Except for the changes set forth hereinabove, the Contract will not be
changed in any other respect by this amendment.

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

COUNTY OF LOS ANGELES

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

ESSENTIAL ACCESS HEALTH
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

#07942

SCHEDULE XLII
ESSENTIAL ACCESS HEALTH
SEXUALLY TRANSMITTED DISEASE
INFERTILITY PREVENTION PROJECT SERVICES AGREEMENT
CDC PCHD and STD NCC

	<u>Budget Period</u> January 1, 2025 through <u>June 30, 2025</u>
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

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

SCHEDULE XLIII
ESSENTIAL ACCESS HEALTH
SEXUALLY TRANSMITTED DISEASE
INFERTILITY PREVENTION PROJECT SERVICES AGREEMENT
SECOND DISTRICT HIV/STD CONTROL PLAN
(WOMEN OF COLOR)
STD NCC

	<u>Budget Period</u> January 1, 2025 through <u>June 30, 2025</u>
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

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

SCHEDULE XLIV

ESSENTIAL ACCESS HEALTH

**SEXUALLY TRANSMITTED DISEASE
INFERTILITY PREVENTION PROJECT SERVICES AGREEMENT
(Patient Delivered Partner Therapy)
CDPH STD Control Branch STI Prevention and Collaboration Funds**

	<u>Budget Period</u> January 1, 2025 through June 30, 2025
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

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

AMENDMENT No. 4

DEPARTMENT OF PUBLIC HEALTH

**HIV TESTING AND SYPHILIS SCREENING, DIAGNOSIS, AND LINKED REFERRAL
FOR TREATMENT SERVICES IN COMMERCIAL SEX VENUES (CSV)
CONTRACT WITH JWCH INSTITUTE, INC.**

Paragraph	TABLE OF CONTENTS	Page
3.	Description of Services.....	2
4.	Term of Contract	3
5.	Maximum Obligation of County.....	3
6.	Invoices and Payment.....	3
9.	Confidentiality.....	3
33.	Consideration of hiring GAIN START participants.....	4
60.	Public Records Act.....	4
70.	Termination for Default	5
87.	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.....	7

Amendment No. 4

**DEPARTMENT OF PUBLIC HEALTH
HIV TESTING AND SYPHILIS SCREENING, DIAGNOSIS, AND LINKED REFERRAL
FOR TREATMENT SERVICES IN COMMERCIAL SEX VENUES (CSV)
CONTRACT WITH JWCH INSTITUTE, INC.**

THIS AMENDMENT is made and entered into on _____,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

JWCH INSTITUTE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HIV TESTING SERVICES" dated May 7, 2020, and further identified as Contract No. PH-004125, and any amendments thereto (all hereafter "Contract"); and

WHEREAS, on December 17, 2024, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute an amendment to the Contract to extend the term and make other updates, as necessary; and

WHEREAS, County has been allocated the use of HIV net County cost ("hereafter NCC") funds and STD NCC funds to support services provided in this contract.

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term through June 30, 2025; update certain terms and provisions; amend exhibits and schedules; and update the statement of work, scope of work, and budget; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution for the period of January 1, 2025 through June 30, 2025.

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

"A. Contractor will provide services in the manner described in Exhibits A, A-REVISED and A.1, Statements of Work; and Exhibits B, B-1, B-2, B-3, B-4, B-5, and **B-6**, Scopes of Work."

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

"The term of this Contract is effective January 1, 2020 and will continue in full force and effect through June 30, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract."

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

"I. For the period of January 1, 2025 through June 30, 2025, the maximum obligation of County for all services provided hereunder will not exceed one hundred fifty thousand dollars (\$150,000), as set forth in Exhibit C, Schedule 6."

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

“A. Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A.1, Exhibit A-Attachment 1-REVISED.1, and in accordance with Exhibit B.”

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

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

7. Paragraph 33, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, is deleted in its entirety and replaced as follows:

"33. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

A. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's

minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

6. Paragraph 60, PUBLIC RECORDS ACT, is deleted in its entirety and replaced as follows:

"60. PUBLIC RECORDS ACT

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

is required by law, or by an order issued by a court of competent jurisdiction.

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

7. Paragraph 70, TERMINATION FOR DEFAULT, is deleted in its entirety and replaced as follows:

“70. TERMINATION FOR DEFAULT: The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgement of County’s Project Director:

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

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

Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in the Paragraph above if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity; acts of federal or State governments in their sovereign capacities; or fires, floods, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and any subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance

schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

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

8. Paragraph 87, CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING, is added as follows:

“87. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract, including any amendment to this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.”

8. Exhibit A, STATEMENT OF WORK FOR HIV TESTING SERVICES,

Subparagraph 3.10.2, first paragraph is deleted in its entirety and replaced as follows:

"Contractor's Service Delivery Sites(s): Contractor's facilities where services are to be provided hereunder are located at: [REDACTED] as described in Service Delivery Site Questionnaire, Table-1-Revised.1.

9. Exhibits B-6, SCOPE OF WORK FOR HIV TESTING AND SYPHILIS SCREENING, DIAGNOSIS AND LINKED REFERRAL FOR TREATMENT SERVICES IN COMMERCIAL SEX VENUES, attached hereto and incorporated herein by reference, is added to the Contract.

10. Schedule 6, attached hereto and incorporated herein by reference, will be added to Exhibit C.

11. SERVICE DELIVERY SITE QUESTIONNAIRE, TABLE 1-REVISED, FOR HIV TESTING AND SYPHILIS SCREENING, DIAGNOSIS AND LINKED REFERRAL FOR TREATMENT SERVICES, attached hereto and incorporated herein by reference, is added to the Contract.

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

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

COUNTY OF LOS ANGELES

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

JWCH INSTITUTE, INC.
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

#07942

EXHIBIT C
SCHEDULE 6
BUDGET FOR
HIV TESTING AND SYPHILIS SCREENING, DIAGNOSIS, AND LINKED REFERRAL
FOR TREATMENT SERVICES IN COMMERCIAL SEX VENUES (CSV)
HIV AND STD NCC
JWCH INSTITUTE, INC.

		<u>Budget Period</u> January 1, 2025 through <u>June 30, 2025</u>
Salaries	\$	
Employee Benefits	\$	
Travel	\$	
Equipment	\$	
Supplies	\$	
Other	\$	
Consultants/Subcontracts	\$	
Indirect Cost*	\$	_____
TOTAL PROGRAM BUDGET	\$	150,000

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

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED

Site # 1 of 3

- 1 Agency Name: JWCH Institute, Inc. (Flex Baths)
- 2 Executive Director: Alvaro Ballesteros
- 3 Address of Service Delivery Site: _____

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

- | | |
|---|--|
| <u> </u> One: Antelope Valley | <u> </u> Two: San Fernando Valley |
| <u> </u> Three: San Gabriel Valley | <u> X </u> Four: Metro Los Angeles |
| <u> </u> Five: West Los Angeles | <u> </u> Six: South Los Angeles |
| <u> </u> Seven: East Los Angeles | <u> </u> Eight: South Bay |

5 In which Supervisorial District is the service delivery site?

- | | |
|---|---------------------------------------|
| <u> </u> One: Supervisor Solis | <u> X </u> Two: Supervisor Mitchell |
| <u> </u> Three: Supervisor Horvath | <u> </u> Four: Supervisor Hahn |
| <u> </u> Five: Supervisor Barger | |

6 Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site? 40%

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED.1

Site # 2 of 3

- 1 Agency Name: JWCH Institute, Inc. (North Hollywood SPA)
- 2 Executive Director: Alvaro Ballesteros
- 3 Address of Service Delivery Site: _____

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

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

5 In which Supervisorial District is the service delivery site?

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

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

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED

Site # 3 of 3

1 Agency Name: JWCH Institute, Inc. (Slammer)

2 Executive Director: Alvaro Ballesteros

3 Address of Service Delivery Site: _____

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

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

5 In which Supervisorial District is the service delivery site?

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

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

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/4/2024	
BOARD MEETING DATE	12/17/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Health	
SUBJECT	Request approval to execute amendments to three HIV and STD Prevention Services contracts to extend the term through June 30, 2025 and delegated authority to extend the term up to six additional months, as needed, through December 31, 2025.	
PROGRAM	Division of HIV and STD Programs (DHSP)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Contracts were previously solicited but the delegated authority to extend has expired. DHSP, in coordination with the Department of Public Health (Public Health) Contracts and Grants, has developed a solicitation schedule to include HIV and STD Prevention service categories. A solicitation is scheduled to be released in December 2024. Until this process is finalized, Public Health is seeking to extend these services to prevent a lapse in these necessary services.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	January 1, 2025	
COST & FUNDING	Total cost: \$598,019	Funding source: Centers for Disease Control and Prevention High Impact HIV Prevention and Surveillance (CDC HIHPS), and existing Departmental funds.
	TERMS (if applicable): January 1, 2025 through June 30, 2025 and delegated authority to extend through December 31, 2025	
	Explanation:	
PURPOSE OF REQUEST	<p>Los Angeles County (LAC) continues to experience the second largest HIV epidemic in the United States. The prompt identification and treatment of persons with HIV remains a public health priority. Community-based HIV service providers are needed to facilitate access to high quality, client-centered HIV services with the goal of decreasing the impact of HIV in LAC and addressing health disparities and inequities among sub-populations disproportionately impacted by these infections.</p> <p>In addition, LAC is experiencing the highest annual reported cases of syphilis, congenital syphilis, gonorrhea, and chlamydia. Among the most troubling trends in LAC are the increases in syphilis and congenital syphilis. There has been a 450 percent increase in syphilis rates among females and a 235 percent increase in males in the last decade. Congenital syphilis (CS) rates have increased by more than 1,100 percent in less than a decade. In 2023, 126 CS cases were reported to LAC, a 21-fold increase from 2012 when just six CS cases were reported in LAC.</p>	

BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Since the original award and execution of the three referenced contracts, the contracts have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to the statement of work and scope of work. To prevent a gap in services, Public Health is requesting to extend these services until the solicitation process is complete.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <p>If Yes, please explain how: (2) Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations. These services are provided to populations in disadvantaged areas and who engage in risky behaviors for HIV and STD.</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <p>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 to core services including mental health. These services provide HIV testing, STD testing and treatment and linkage to support services such as mental health, substance use services, housing services, etc.</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <ol style="list-style-type: none"> 1. Joshua Bobrowsky, Director Government Affairs, Public Health (213) 288-7871, jbobrowsky@ph.lacounty.gov 2. Mario Perez, Director, Division of HIV and STD Programs (213) 351-8001, mjperez@ph.lacounty.gov 3. Emily Issa, Senior Deputy County Counsel (213) 974-1827, Eissa@counsel.lacounty.gov



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

December 17, 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 THREE SOLE SOURCE AMENDMENTS TO HIV AND STD
PREVENTION SERVICES CONTRACTS TO EXTEND THE TERM THROUGH
JUNE 30, 2025
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute amendments to three HIV and STD Prevention Services contracts to extend the term through June 30, 2025, and delegated authority to extend the term up to six additional months, as needed, through December 31, 2025.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute three sole source contract amendments to HIV and STD Prevention contracts with the providers identified in Attachment A, for the provision of HIV Testing Services (HTS) and STD Screening, Diagnosis, and Treatment Services (STD-SDTS), substantially similar to Exhibits I and II, that extend the term through June 30, 2025, at a total maximum obligation of \$598,019, 100 percent funded by Centers for Disease Control and Prevention High Impact HIV Prevention and Surveillance funds (CDC HIHPS) and existing Departmental resources.



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

2. Delegate authority to the Director of Public Health, or designee, to execute amendments that: a) allow the rollover of unspent contract funds, if allowable by the grantor; b) provide an increase or decrease in funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution, or at the beginning of the applicable contract period; c) correct errors in the contracts' terms and conditions and/or update the statement of work and/or scope of work, as necessary; d) extend the term up to six additional months, as needed, through December 31, 2025, at amounts determined by Public Health, contingent upon the availability of funds and contractor performance, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the 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 if contractors fail to perform and/or fully comply with contract requirements and terminate the contracts for convenience by providing a 30-calendar day advance written notice to contractors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

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

In addition, LAC is experiencing the highest annual reported cases of syphilis, congenital syphilis, gonorrhea, and chlamydia. Among the most troubling trends in LAC are the increases in syphilis and congenital syphilis. There has been a 450% increase in syphilis among females and a 235% increase in males in the last decade. Congenital syphilis (CS) rates have increased by more than 1,100% in less than a decade. In 2023, 126 CS cases were reported, a 21-fold increase from 2012 when just six CS cases were reported in LAC.

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

In addition, Approval of Recommendation 1, will allow Public Health sufficient time for completion of the solicitation process for new contracts for these services (scheduled to be released in December 2024 with services expected to commence July 2025).

Approval of Recommendation 2 will allow Public Health to execute amendments to the contracts to roll over unspent funds; increase or decrease funding up to 10% above or below the annual base maximum obligation; update the statement of work and/or scope of work; and/or correct errors in the contracts' terms and conditions, as necessary; and to extend the terms, as needed, through December 31, 2025.

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

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

HTS Services

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

STD-SDTS Services

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

Implementation of Strategic Plan Goals

The recommended actions support North Star 2, Foster Vibrant and Resilient Communities through focus area goals of Public Health and Economic Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation of the three recommended HIV and STD Prevention amendments is \$598,019, for the period of January 1, 2025, through June 30, 2025, consisting of \$508,019 for HTS and \$90,000 for STD-SDTS, 100% funded by CDC HIHPS and existing Departmental resources.

There is no additional net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed and approved Exhibits I and II, as to form. Attachment A is a list of the providers whose contracts are being extended.

As required by Board Policy 5.100, your Board was notified on November 4, 2024, of Public Health's intent to extend the term of these HIV and STD prevention contracts as sole source. Due to federal budget cuts to our prevention portfolio, Public Health's Division of HIV and STD Programs recently underwent a funding exercise that included programmatic decisions which resulted in a reduction in the number of contracts being recommended for continued services, and notification to those providers regarding the non-renewal, therefore delaying the six-month advance notice.

Attachment B includes the sole source checklists for the three HIV and STD Prevention contracts signed by the CEO.

CONTRACTING PROCESS

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

HTS

On December 17, 2019, your Board approved 33 new contracts for HTS (i.e., storefront, social and sexual networks) and CSV service, as a result of a solicitation, for the term effective January 1, 2020, through December 31, 2022, and delegated authority to extend those contracts through December 31, 2024.

On December 28, 2022, Public Health extended 30 of the 33 original contracts through December 31, 2024. In the subsequent year, one additional contract for HTS services was relinquished by Friends Research Institute on December 31, 2023.

Under this Board action, Public Health is requesting to extend two HTS contracts. The remaining HTS and CSV contracts that include HTS storefront services and HTS social and sexual networks are being recommended for approval under a separate Board action.

STD-SDTS

On December 17, 2019, and January 16, 2020, Public Health exercised delegated authority approved in a November 20, 2018 Board motion to execute 10 STD-SDTS and four new STD Prevention Services contracts, effective January 1, 2020, and February 1, 2020, and through January 31, 2023, and delegated authority to extend contracts through December 31, 2024, and January 31, 2025, respectively.

On December 27, 2022, Public Health exercised delegated authority to extend 13 STD Prevention services contracts through December 31, 2024.

Under this Board action, Public Health is requesting to extend one STD contract. The remaining 12 STD contracts are being recommended for approval under a separate Board action.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to continue providing HIV and STD testing services and STD treatment services to help decrease HIV and STD infection and transmission rates in LAC.

Respectfully submitted,

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

BF:jb
BL#7950

Enclosures

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

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

No.	Contractor Name	Contract No.	Extended Term Annual Maximum Obligation 1/1/25- 6/30/25	Service Planning Area (SPA) Served	Supervisory District Served
HIV TESTING SERVICES (HTS) - STOREFRONT					
1	East Valley Community Health Center, Inc.	PH-004101	\$ 229,998	3	1
2	Tarzana Treatment Centers, Inc.	PH-004109	\$ 278,021	1 & 2	3 & 5
TOTAL HTS - STOREFRONT = 2			\$ 508,019		
No.	Contractor Name	Contract No.	Extended Term Annual Maximum Obligation 1/1/25- 6/30/25	SPA Served	Supervisory District Served
STD, SCREENING, DIAGNOSIS AND TREATMENT SERVICES (STD-SDTS)					
3	Tarzana Treatment Centers, Inc.	PH-004134	\$ 90,000	2	3
TOTAL STD-SDTS = 1			\$ 90,000		
GRAND TOTAL OF ALL CONTRACTS = 3			\$ 598,019		

SOLE SOURCE CHECKLIST FOR HIV TESTING SERVICES - STOREFRONT CONTRACTS

Contracts:

1. East Valley Community Health Center, Inc. PH-004101
2. Tarzana Treatment Centers, Inc. PH-004109

 Department Name: Department of Public Health

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: 12-17-19

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

Ray Young for Erika Bonilla
Chief Executive Office

11/04/2024
Date

SOLE SOURCE CHECKLIST FOR STD SCREENING, DIAGNOSIS AND TREATMENT CONTRACTS

Department Name: Department of Public Health

Contract:
Tarzana Treatment Centers, Inc. PH-004134

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: 12-17-19

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
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<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.

Ray Young for Erika Bonilla
Chief Executive Office

11/04/2024
Date

DEPARTMENT OF PUBLIC HEALTH
STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES
CONTRACT WITH [CONTRACTOR NAME]

Paragraph	TABLE OF CONTENTS	Page
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5.	Maximum Obligation of County.....	3
6.	Invoices and Payments.....	3
9.	Confidentiality.....	4
33.	Consideration of Hiring GAIN Participants.....	4
XX.	Campaign Contributions.....	5

Amendment No. [REDACTED]

**DEPARTMENT OF PUBLIC HEALTH
STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES CONTRACT WITH
(AGENCY NAME)**

THIS AMENDMENT is made and entered into on _____,

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

and (AGENCY NAME)
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES CONTRACT" dated XXXX X, 2020, and further identified as Contract No. PH-00XXXX, and all amendments thereto (all hereafter "Contract"); and

WHEREAS, on December 17, 2024, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute an amendment to the Contract to extend the term and make other updates as necessary; and

WHEREAS, County has been allocated funds from the Federal Centers for Disease Control and Prevention (CDC), Strengthening STD Prevention and Control for Health Departments (STD PCHD), Assisting Listing Number 93.977, California Department of Public Health STI Prevention and Collaboration Agreement Number

STI110, Future of Public Health funds, Tobacco Settlement Funds, and net County cost funds, a portion of which has been allocated to the Contract; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term through June 30, 2025, for the continued provision of STD Screening, Diagnosis, and Treatment Services, update certain terms and provisions, amend exhibits and schedules, and update the statement of work, scope of work, and budgets; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution for the period of January 1, 2025 through June 30, 2025.

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

"A. Contractor will provide services in the manner described in Exhibits A and A.1, Statements of Work, and Exhibits B, B-1, B-2, B-3, B-4, B-5 and B-6, Scopes of Work."

"D. Federal Award Information for this Contract is detailed in Exhibits N, N.1, and N.2, Notice of Federal Subaward Information."

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

“The term of this Contract is effective **January 1, 2020** and will continue in full force and effect through June 30, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract.”

4. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, Subparagraph I, is deleted in its entirety and replaced as follows:

5. MAXIMUM OBLIGATION OF COUNTY:

“I. For the period of January 1, 2025 through June 30, 2025, the maximum obligation of County for all services provided hereunder will not exceed _____ (\$_____).

Such overall maximum obligation is comprised entirely of **CDPH STI Prevention and Collaboration funds, CDC PCHD, NCC, Future of Public Health, and Tobacco Settlement Funds, as set forth in Exhibit C, Schedule X, and X.**”

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

“A. Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in **Exhibit A.2, Service Delivery Site Questionnaire Table 1, and in accordance with Exhibit B-6.**”

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

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

7. Paragraph 33, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, is deleted in its entirety and replaced as follows:

“33. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

A. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified

GAIN/START job candidates.

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

3. Paragraph **XX**, CAMPAIGN CONTRIBUTION PROHIBITION

FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING, is added as a new provision as follows:

XX. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract, including any amendment to this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.”

9. Exhibit A, STATEMENT OF WORK FOR STD, SCREENING, DIAGNOSIS, AND TREATMENT SERVICES, Subparagraph 3.10.2, first paragraph, is deleted in its entirety and replaced as follows:

"Contractor’s Service Delivery Sites(s): Contractor's facilities where services are to be provided hereunder are located at: _____, and as described in **Service Delivery Site Questionnaire, Table-1-Revised.1.**

10. Exhibit A, STATEMENT OF WORK FOR STD, SCREENING, DIAGNOSIS, AND TREATMENT SERVICES, Paragraph 4.9, Payment for Laboratory Processing, the following subparagraph is added as follows:

“For the period 1/1/25 – 06/30/25, the County will be the payer of last resort for laboratory testing services required under this Contract, and will only reimburse Contractor for laboratory testing costs for services provided for eligible clients not covered, or partially covered, by public or private health insurance plans. Contractor may submit STD screening specimens taken to perform STD Screening, Diagnosis, and Treatment services required by this agreement to the LAC Public Health Laboratory or Contractor may use funding provided under this Contract to cover laboratory service costs, only after Contractor has screened for and billed other third-party payors (i.e. health care insurance providers, such as, but not limited to Medicaid, Family PACT, and/or private insurance).”

11. **Exhibit B-6**, SCOPE OF WORK FOR STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES, attached hereto and incorporated herein by reference, is added to the Contract.

12. **Schedule 6**, attached hereto and incorporated herein by reference, is added to Exhibit C.

13. **Exhibit N.1 or N.2**, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference, is added to the Contract.

14. SERVICE DELIVERY SITE QUESTIONNAIRE, TABLE 1-REVISED, FOR STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES, attached hereto and incorporated herein by reference, is added to the Contract.

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

COUNTY OF LOS ANGELES

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

AGENCY NAME
Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

BL#7950

EXHIBIT C
SCHEDULE 6
BUDGET FOR
STD SCREENING, DIAGNOSIS, AND TREATMENT SERVICES

AGENCY NAME

	<u>Budget Period</u> January 1, 2025 through June 30, 2025
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ <u>0</u>
TOTAL PROGRAM BUDGET	\$ 0

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

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED.1

Site # 1 of 1

1 Agency Name: AGENCY NAME

2 Executive Director: _____

3 Address of Service Delivery Site: _____

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

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

5 In which Supervisorial District is the service delivery site?

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

6 Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site? 100%

**DEPARTMENT OF PUBLIC HEALTH
HIV TESTING SERVICES - STOREFRONT
CONTRACT**

Paragraph	TABLE OF CONTENTS	Page
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87.	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.....	7

Amendment No. [redacted]

**DEPARTMENT OF PUBLIC HEALTH
HIV TESTING SERVICES - STOREFRONT CONTRACT**

THIS AMENDMENT is made and entered into on _____,

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

and AGENCY NAME
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HIV TESTING SERVICES" dated xxxxxxxx, and further identified as Contract No. PH-00xxxx, and any amendments thereto (all hereafter "Contract"); and

WHEREAS, on December 17, 2024, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute amendments to the Contract to extend the term and make other updates, as necessary; and

WHEREAS, County has been allocated funds from the Federal Centers for Disease Control and Prevention (CDC), High-Impact HIV Prevention and Surveillance Programs for Health Department (HIHPS) funds, Assistance Listing Number 93.940, of which a portion has been designated to the Contract; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term through June 30, 2025; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution for the period of January 1, 2025 through June 30, 2025.

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

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

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

"The term of this Contract is effective January 1, 2020 and will continue in full force and effect through June 30, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract."

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

"I. For the period of January 1, 2025 through June 30, 2025, the maximum obligation of County for all services provided hereunder will not exceed XXXXXXXXXXXX dollars (\$XXX,000), as set forth in Exhibit C, Schedules 11 and 12."

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

"A. Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibits A and A.1, and in accordance with Exhibit B-6."

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

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

7. Paragraph 33, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, is deleted in its entirety and replaced as follows:

"33. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

A. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve

Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8. Paragraph 60, PUBLIC RECORDS ACT, is deleted in its entirety and replaced as follows:

"60. PUBLIC RECORDS ACT

A. Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions listed in California Government Code Section 7921.000 et seq. (Public Records Act) may be applied to documents which are marked "trade secret," "confidential," or "proprietary."

The County will not in any way be liable or responsible for the disclosure of

any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

9. Paragraph 70, TERMINATION FOR DEFAULT, is deleted in its entirety and replaced as follows:

“70. TERMINATION FOR DEFAULT: The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgement of County’s Project Director:

A. Contractor has materially breached this Contract; or

B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

C. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in the Paragraph above if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity; acts of federal or State governments in their sovereign capacities; or fires, floods, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and any subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance

schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

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

10. Paragraph 87, CAMPAIGN CONTRIBUTION PROHIBITION

FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING, is added as follows:

“87. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract, including any amendment to this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.”

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

"Contractor's Service Delivery Sites(s): Contractor's facilities where services are to be provided hereunder are located at: _____ as described in **Service Delivery Site Questionnaire, Table-1-Revised.1.**

12. Exhibit **B-6**, SCOPE OF WORK for HIV TESTING SERVICES, attached hereto and incorporated herein by reference, is added to the Contract.

13. Schedules **11 and 12**, attached hereto and incorporated herein by reference, are added to Exhibit C.

14. **Exhibit N, N .1, or N.2**, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference, is added to the Contract.

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

16. Except for the changes set forth hereinabove, the Contract will not be changed in any respect by this amendment.

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

COUNTY OF LOS ANGELES

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

_____ **AGENCY NAME** _____
Contractor

By _____
Signature

Printed Name

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

BL#7950

EXHIBIT C
SCHEDULE 11
HIV TESTING SERVICES – STOREFRONT

	<u>Budget Period</u> January 1, 2025 through <u>June 30, 2025</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ <u>0</u>
TOTAL PROGRAM BUDGET	\$ 0

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

EXHIBIT C
SCHEDULE 12
HIV TESTING SERVICES - STOREFRONT
PAY FOR PERFORMANCE

	<u>Budget Period</u> January 1, 2025 through June 30, 2025
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ <u>0</u>
TOTAL PROGRAM BUDGET	\$ 0

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

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED.1

Site # X of X

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

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

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

5 In which Supervisorial District is the service delivery site?

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

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

BOARD LETTER/MEMO
CLUSTER FACT SHEET

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/4/2024	
BOARD MEETING DATE	12/17/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	PUBLIC HEALTH	
SUBJECT	Authorization To Accept And Implement Grant Agreements And Future Grant Agreements And/Or Amendments From The California Department Of Health Care Services For The Providing Access And Transforming Health – Capacity And Infrastructure, Transition, Expansion And Development And A Forthcoming Intergovernmental Transfer Funds For Enhanced Case Management Services To Children/Youth	
PROGRAM	CHILDRENS MEDICAL SERVICES (CMS)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	Date of execution through September 30, 2026	
COST & FUNDING	Total cost: \$7,715,026.94	Funding source: California Department of HealthCare Services (DHCS)
	TERMS (if applicable):	
	Explanation: The IGT agreement with DHCS includes a non-federal share of \$1,132,172.03 for costs associated with implementation of Enhanced Case Management (ECM) and not covered by the Providing Access and Transforming Health—Capacity and Infrastructure, Transition, Expansion and Development (PATH-CITED) grant.	
PURPOSE OF REQUEST	Authorize the Director of Public Health to accept and implement a PATH-CITED grant agreement from DHCS to support implementation of ECM services for Public Health’s Child/Youth Population of Focus (POF), for the term above. Delegate authority to accept and implement a CITED-IGT grant agreement with DHCS to further the implementation of ECM not covered by the PATH-CITED grant.	

	<p>Delegate authority to accept and implement future grant agreements and/or amendments from DHCS to extend the term of the PATH-CITED and CITED-IGT agreements, and/or provide an increase or decrease in funding.</p>
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>California Advancing and Innovating Medi-Cal (CalAIM) is the State's Medicaid Waiver plan to transform the healthcare system for Medi-Cal for more integrated, coordinated, comprehensive, and equitable care. The CalAIM mission focuses on whole-person care by addressing physical and behavior health, supportive services and addressing the social determinants of health, and seeks to reduce health disparities and improve health outcomes for vulnerable populations. In this new healthcare landscape, CalAIM is pioneering new benefits such as ECM and Community Supports.</p> <p>CalAIM PATH-CITED is a seed grant funding the State provides to local jurisdictions and eligible organizations to help them prepare to build capacity and infrastructure, innovate technology, expand the workforce and other critical steps for implementation of ECM services to identified POFs. In tandem with PATH-CITED grants, the State creates IGT agreements that leverage federal Medicaid funding with local investment in 1:1 matches for projected ECM costs the PATH-CITED grant has not funded.</p> <p>Public Health's division of Children's Medical Services has received the PATH-CITED grant agreement and CITED-IGT commitment above to provide ECM services to the Medi-Cal beneficiaries with special healthcare needs and co-morbid conditions in the Child/Youth POF from its 24 MTU and California Children's Services (CCS) sites.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please explain how:</p> <p>PATH-CITED funding falls under CA Health Equity priorities, particularly initiatives aimed at promoting protections and programming for all Californians. Under County of LA's ARDI Initiative, PATH-CITED promotes creating an enabling system and enhanced care coordination for children and youth with special health care needs in Medical Therapy Program, CCS and Medi-Cal. CMS's proposed EMS services target the State's designated Child/Youth POF.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>This supports Board Priority #2 Health Integration/Alliance for Health Integration. This priority and PATH-CITED funds aim to streamline and integrate access to high-quality services for Los Angeles County residents.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871 jbobrowsky@ph.lacounty.gov Craig Vincent-Jones, Deputy Director, CMS, Office (626) 569-6136; Cell (213) 944-4618 cvincent-jones@ph.lacounty.gov 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, Suite 806
Los Angeles, CA 90012
TEL (213) 288-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov

DRAFT



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

December 17, 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:

AUTHORIZATION TO ACCEPT AND IMPLEMENT GRANT AGREEMENTS AND FUTURE GRANT AGREEMENTS AND/OR AMENDMENTS FROM THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES FOR THE PROVIDING ACCESS AND TRANSFORMING HEALTH – CAPACITY AND INFRASTRUCTURE, TRANSITION, EXPANSION AND DEVELOPMENT AND A FORTHCOMING CAPACITY AND INFRASTRUCTURE, TRANSITION, EXPANSION AND DEVELOPMENT – INTERGOVERNMENTAL TRANSFER FUNDS FOR ENHANCED CASE MANAGEMENT SERVICES TO CHILDREN/YOUTH (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Provide authorization to accept and implement grant agreements and future grant agreements and/or amendments from the California Department of Health Care Services Providing Access and Transforming Health – Capacity and Infrastructure, Transition, Expansion and Development; and a forthcoming Capacity Infrastructure Transformation Expansion and Development-Intragovernmental Transfer funds to support the implementation of Enhanced Case Management services.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to accept and implement a Providing Access and

Transforming Health – Capacity and Infrastructure, Transition, Expansion and Development (PATH-CITED) grant agreement, (Exhibit I) from the California Department of Health Care Services (DHCS), in the amount of \$5,450,685.88 effective date of execution through September 30, 2026, for Enhanced Case Management (ECM) services to children and youth with special health care needs.

2. Delegate authority to the Director of the Department of Public Health, or designee, to accept and implement a grant agreement with DHCS for Capacity Infrastructure Transformation Expansion and Development-Intragovernmental Transfer (CITED-IGT) in the amount of \$2,264,344.06, which is anticipated to include matching existing Departmental resources in the amount of \$1,132,172.03, for ECM services not covered by the PATH-CITED grant, effective date of execution through September 30, 2026, subject to review and approval by County Counsel, and notification to your Board and the CEO.
3. Delegate authority to the Director of Public Health, or designee, to accept and implement future grant agreements and/or amendments that are consistent with the requirements of the DHCS PATH-CITED agreement as referenced in Recommendation 1, to extend the funding term at amounts to be determined by DHCS; and/or provide an increase or decrease in funding, subject to review and approval by County Counsel, and notification to your Board and the CEO.
4. Delegate authority to the Director of Public Health, or designee, to accept and implement future grant agreements and/or amendments that are consistent with the requirements of DHCS CITED-IGT agreement as referenced in Recommendation 2, to extend the funding term at amounts to be determined by DHCS; and/or provide an increase or decrease in funding, subject to review and approval by County Counsel, and notification to your Board and the CEO.
5. Delegate authority to the Director of Public Health, or designee, to accept and implement future amendments that are consistent with the requirements of the DHCS PATH-CITED agreement and CITED-IGT agreement referenced above that reflect non-material and/or ministerial revisions to the agreements' terms and conditions and allow for the rollover of unspent funds and/or redirection of funds, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of Recommendation 1 will allow Public Health to accept a PATH-CITED grant agreement from DHCS to support implementation of ECM for children, youth, and their families in California Children's Services (CCS) at Public Health's CMS division.

The funds will enable Public Health to launch and initially sustain ECM services that entail:

- Expansion of comprehensive, seamless care management and coordination for children and youth in Medical Therapy Program (MTP) and CCS who have multiple medical and healthcare complexities and challenges; and
- Building internal infrastructure and staff capacity to identify, encourage, enroll, and empower families of vulnerable children and youth to enlist care navigation and support from ECM lead care managers; and
- Integration of Information Technology innovations and adaption of software applications that facilitate real-time, comprehensive healthcare record-keeping for patients in ECM and MTP.

Approval of Recommendation 2 will allow Public Health to accept and implement a CITED-IGT grant agreement with DHCS to further the implementation of ECM services not covered by the PATH-Cited grant.

Approval of Recommendation 3 will allow Public Health to accept and implement future grant agreements and/or amendments that are consistent DHCS PATH-CITED agreement referenced above to extend the term of award at amounts determined by DHCS, and/or provide an increase or decrease in funding.

Approval of Recommendation 4 will allow Public Health to accept and implement future grant agreements and/or amendments that are consistent with the DHCS CITED-IGT agreement to extend the term of the agreement at amounts determined by DHCS, and/or provide an increase or decrease in funding. The authority in Recommendation 3 and 4 is being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Approval of Recommendation 5 will allow Public Health to accept and implement future amendments that are consistent with the requirements of DHCS PATH-CITED agreement and CITED-IGT agreement referenced above that reflect nonmaterial and/or ministerial revisions to the agreements' terms and conditions and will also allow Public Health to roll over unspent funds, and/or redirect funds.

Implementation of Strategic Plan Goals

The recommended actions support North Star 1: Priority 1: Child Protection, and Priority 2: Alliance for Health Integration, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Public Health will accept the DHCS PATH-CITED grant agreement in the amount of \$5,450,685.88, effective date of execution through September 30, 2026, and the CITED-IGT grant agreement in the total amount of \$2,264,344.06 which includes \$1,132,172.03 in State-leveraged federal funds and matching existing Departmental resources of \$1,132,172.03.

Funding is included in Public Health's Fiscal Year (FY) 2024-25 Final Adopted Budget and will be included in future FYs, as necessary.

There is no additional net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Through DHCS' California Advancing and Innovating Medi-Cal (CalAIM) initiative, California is transforming the Medi-Cal system with a mission to provide more coordinated and equitable care. CalAIM emphasizes a whole-person care approach by addressing physical health, behavioral health, and social determinants of health of Medi-Cal beneficiaries and their families. The initiative seeks to integrate services across healthcare, behavioral health, and social services, reducing health disparities, and improving outcomes for vulnerable populations. CalAIM features new benefits such as ECM and Community Supports (e.g., housing services), and transitions Medi-Cal to a value-based system that prioritizes health equity and sustainability. This includes improving care coordination, reducing disparities, and improving health outcomes through whole-person care. Through ECM, DHCS is addressing the root causes of poor health and high healthcare costs by offering ECM to individuals with complex needs, focusing on vulnerable populations by appointing a lead care manager who coordinates across healthcare, behavioral health, social services, and community resources to ensure integrated care. For Los Angeles County, this involves a significant transformation of healthcare services, requiring new types of care and services, and efforts to strengthen infrastructure and update workforce training.

Through PATH-CITED and CITED-IGT, DHCS initially invests in capacity and infrastructure growth to ensure counties and organizations can sustainably manage CalAIM reforms long-term. PATH-CITED enables local organizations and jurisdictions to navigate these systemic transitions more effectively. PATH-CITED grants, available to counties and community organizations serving Medi-Cal beneficiaries, provide critical resources for capacity building, infrastructure development, service expansion, and prioritizes health equity practices.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Honorable Board of Supervisors

December 17, 2024

Page 5

Approval of the recommended actions will permit Public Health to manage ECM services for vulnerable children/youth and their families at CMS as it pilots, oversees, and evaluates enhanced care coordination in the broader CalAIM framework, exploring the long-term viability for providing whole-person care, promoting health equity, and supplementing current services with a comprehensive, sustainable project model for care management in Los Angeles County.

Respectfully submitted,

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

BF:mk
#07933

Enclosure

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

September 27, 2024

LA County Department of Public Health, Children's Medical Services

9320 Telstar Avenue #200

El Monte, CA, 91731

RE: PATH CITED Initiative

Dear Craig Vincent-Jones,

The California Department of Health Care Services (DHCS) and the TPA have completed the final review of your Capacity Infrastructure Transformation Expansion and Development (CITED) Round 2 application. Through the Special Terms and Conditions of the CalAIM Section 1115 Demonstration waiver, DHCS has the authority to move PATH funds between initiatives and program years. Using this flexibility, DHCS will make available additional opportunities through CITED for \$85 million in total computable unencumbered funds to Intragovernmental Transfer (IGT) eligible entities only (\$42.5 million federal funding/\$42.5 million non-federal share contributed by eligible entities). All CITED-IGT eligible applications were first considered fully for CITED funds. Those that were not awarded under CITED, or that did not receive their full request due to reasonableness concerns or not meeting gaps or needs for Round 2, were then considered for CITED-IGT. Your organization has been selected to participate in this additional opportunity. We are pleased to inform you that DHCS awards you a final amount of \$2,264,344.06. This amount includes \$1,132,172.03 federal funds and \$1,132,172.03 in non-federal share. To claim the federal funding an entity must provide non-federal share, equal to the federal funding amount, via intergovernmental transfer.

If you are interested in claiming the \$2,264,344.06, and can provide the non-federal match of \$1,132,172.03, please respond to this email.

Sincerely,

The CITED TPA Team

September 27, 2024

LA County Department of Public Health, Children's Medical Services

9320 Telstar Avenue #200

El Monte, CA, 91731

RE: PATH CITED Initiative

Dear Craig Vincent-Jones,

The California Department of Health Care Services (DHCS) and the TPA completed the final review of your Capacity Infrastructure Transformation Expansion and Development (CITED) Round 2 application and we are pleased to inform you that DHCS awards you a final amount of \$5,450,685.88.

The attached activities and amounts were approved during the review process. DHCS will not disburse funds based on budget items or activities but on completed milestones including retroactive milestones. DHCS and the TPA created an initial progress report that allows awardees to request funding for retroactive milestones. To complete your initial progress report, please sign into your GrantsConnect portal and follow the instructions. Further details on progress reporting can be found on the TPA website [here](#).

CITED Terms and Conditions

The CITED Terms and Conditions document, linked [here](#) for reference, formalizes the contract between both parties explaining the responsibilities and expectations upon acceptance of the CITED grant. The Terms and Conditions document applicable to your organization will be sent in a separate email. ***Please sign the emailed CITED Terms and Conditions document and submit within twenty (20) business days of receipt keeping a copy for your records.***

Managed Care Plan Contract Important Information

A letter stating your intent to contract with an MCP or other entity to provide ECM and/or Community Supports services was included as part of the application process. Prior to the end of the funding period, you are required to provide a signed contract with an MCP or other eligible entity. If you do not provide a minimum of one signed contract to provide the ECM and/or Community Support(s) supported by the CITED grant by the last progress report, the TPA will withhold 5% or \$5,000 of funds, whichever is lower, until a contract with the MCP or other eligible entity is provided.

Progress Report Important Information

As the CITED Terms and Conditions indicate, CITED awardees are required to submit quarterly (3-month) progress reports and a final report when your project is completed. Awardees will have up to two years to spend CITED funding and complete all milestones. Awardees will only be reimbursed for milestones marked complete in each quarter's progress report. Further details on progress reporting will be released by the TPA prior to the first quarterly progress reporting deadline. If you have any questions, please contact cited@ca-path.com.

Establish Your Financial Institution

In order to receive grant disbursements from the CITED Initiative under PATH, you must submit your organization's tax and financial institution information to the TPA. Please navigate to your GrantsConnect portal to start this process. ***Your banking information must be submitted within ten (10) business days. Applicants who fail to complete banking information and other documents are at risk of losing their awards.***

Sincerely,
The CITED TPA Team

**California Providing Access and Transforming Health
Capacity and Infrastructure, Transition, Expansion and Development Program –
Intergovernmental Transfer**

Acknowledgement of Grant Terms and Conditions

As an express condition of receiving grant funds from the California Department of Health Care Services (DHCS) under the Capacity and Infrastructure, Transition, Expansion and Development (CITED) Program – Intergovernmental Transfer (IGT), which is part of the California Providing Access and Transforming Health (“PATH”) Initiative, _____ (Applicant), whose business address is _____ and whose Federal Tax Identification number is _____, hereby warrants and guarantees that it will comply with all applicable federal, state, and local laws and regulations, as well as with the following terms and conditions:

- I. **Role of Third-Party Administrator.** DHCS has designated Public Consulting Group LLC (PCG) as the Third-Party Administrator (TPA), to administer the grant program and to communicate with Applicant with respect to grant administration in connection with the CITED Program. Applicant understands that the TPA is acting solely as a third-party administrator on behalf of DHCS and is not liable or responsible for DHCS decisions or actions. Applicant hereby releases and holds harmless the TPA and its officers, agents, employees, representatives, and/or designees from and against any liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or relating to the receipt of grant funds. DHCS shall not be liable to Applicant for any incidental, indirect, special, punitive, or consequential damages, including, but not limited to, such damages arising from any type or manner of commercial, business, or financial loss, even if PCG or DHCS had actual or constructive knowledge of the possibility of such damages and regardless of whether such damages were foreseeable. Applicant hereby releases and holds harmless DHCS and its officers, agents, employees, representatives, and/or designees from and against any liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or relating to receipt of grant funds and associated activities in connection with CITED.

- II. **Eligibility.** To receive grant funds under this program, the Applicant must be actively contracted with a Medi-Cal Managed Care Plan (MCP) or an MCP’s authorized subcontractor or other entity authorized to contract with for the provision of Enhanced Care Management (ECM) and/or Community Supports, or have a signed attestation letter from an MCP or an MCP’s authorized subcontractor or other entity authorized to contract with that they strongly intend to contract with Applicant to provide ECM and/or Community Supports within the timeframe of these Terms and Conditions. If the intent or ability to contract with an MCP has changed, ended, or been altered, Applicant must contact the TPA within twenty-four (24) hours to advise of this change. If there is no longer a contract as enumerated above or documented intent to contract, the grant may be terminated pursuant to Section VI, below. To receive grant funds through CITED-IGT, the Applicant

must contribute the non-federal share through IGT. Entities eligible to apply for CITED-IGT include: cities, counties, other local government agencies and public hospitals.

III. Use of Funding.

- a. Project Plan. Applicant shall use grant funds exclusively to implement the project plan as outlined in Applicant’s submitted and approved grant application dated _____.
- b. Program Guidance and Conditions. In using the funds to implement the project plan, Applicant must follow all terms, conditions, and guidelines provided in the CITED Program guidance, found at www.ca-path.com, and in these Terms and Conditions.
- c. Changes and Modifications. Changes and modifications made to the submitted and approved grant application or to the program guidelines may be proposed by Applicant in writing and are subject to the approval of DHCS. No change or modification will be valid without the approval of DHCS.

IV. Grant Amount and Method of Payment.

- a. Grant Amount. The total grant amount awarded to Applicant shall not exceed \$_____. Applicant acknowledges that the grant amount has been determined by DHCS and will not be negotiated. Qualified Funding entity shall certify that the funds transferred qualify for federal financial participation pursuant to 42 Code of Federal Regulations (CFR) part 433, subpart B, and not derived from impermissible sources.

Total Award Amount	Federal Share	Applicant Contribution
\$	\$	\$

- b. Method of Payment. Following the receipt and approval of Applicant’s CITED-IGT Progress Report, DHCS will issue requests to Applicant for the necessary IGT amounts, provided Applicant has submitted all required information, forms, and documentation, including Applicant’s signature on this Acknowledgement, required to facilitate payment. Applicant shall make IGT of funds to DHCS in the amount specified within seven (7) days of receiving the State’s request. If the IGTs are made within the requested timeframe, DHCS will issue the payment within fourteen (14) days after the transfers are made.
- c. Reliance on Provided Information. DHCS and the TPA are entitled to rely on the accuracy and completeness of information provided by Applicant in the disbursement of grant funds.

V. Reporting Requirements.

- a. Quarterly Reports. Applicant is required to submit quarterly progress reports to the TPA through secured data portal specified by DHCS and PCG every three (3) months until the final project milestones described in the submitted and approved grant application are met. Each progress report must include a detailed description of completed milestones, status of activities for that quarter, and any deviations from the agreed-upon milestones. Applicant should expect to include documentation providing proof that expenditures were made for permissible items and activities as described in the approved application.
- b. Reporting Schedule. The reporting schedule is as follows:

CITED Round 3 IGT Awardees				
Progress Report	Report Measurement Period	Open Date	Due Date	Month of Funds Disbursement (Estimate)
Midway	September 1, 2024 - August 31, 2025	August 24, 2025	September 15, 2025	November-December 2025
Final	September 1, 2025 - August 31, 2026	August 24, 2026	September 14, 2026	November-December 2026

- c. Failure to Report. If Applicant fails to submit any quarterly report within five (5) calendar days of the report becoming due, DHCS may terminate the grant pursuant to Section VI, below.

VI. Additional DHCS Terms and Conditions.

- a. Funding received through the CITED Program will not duplicate or supplant¹ funds received through previous CITED funding rounds; other programs or initiatives; or by other federal, state, or local funding sources.
- b. DHCS may, in its reasonable discretion, modify payment dates or amounts and will notify Applicant of any such changes in writing.

¹ Other federal, state, or local funding sources and programs that are complementary to or enhance PATH funds will not be considered supplanted by PATH funds or duplicate reimbursement. If applicable, Applicant must describe how similar or related services and activities supported by other federal, state or local funding sources are complemented or enhanced by efforts funded by PATH. For example, if other funding 1) may allow additional/different populations to be served or 2) may allow additional/different services to be provided beyond those funded by PATH. To the extent otherwise allowable PATH activities are reimbursed by other federal, state, or local programs, PATH funding must not duplicate such reimbursement.

- c. DHCS or the TPA may conduct outreach to any Applicant to request additional information, ask questions, or seek clarification on information provided in a CITED Application or CITED Progress Report. If outreach is conducted by DHCS or the TPA, Applicant must respond within three (3) business days, unless an alternative timeline is approved by DHCS or the TPA. Failure to respond within this timeframe may result in delay or deferred fund disbursement.
- d. Applicant may be subject to audit or inquiry with respect to the receipt and use of grant funds at any time. Applicant must respond to inquiries, communications, and reasonable requests for additional information or documentation from DHCS or the TPA within one (1) business day of receipt and must provide any requested information within three (3) business days, unless an alternative timeline is approved by DHCS or the TPA.
- e. Applicant must alert DHCS and the TPA within twenty-four (24) hours of identifying any circumstances that prevent carrying out any of the activities described in the submitted and approved grant application or of identifying any circumstances that prevent provision of the non-federal share via IGT. In such cases, Applicant may be required to return unused funds to DHCS if an alternative solution cannot be reached.
- f. All inquiries and notices relating to this Agreement should be directed to the representatives listed below:

Department of Health Care Services, Managed Care Quality & Monitoring Division	Organization's Name:
Branch Chief, Managed Care Programs Oversight Branch	Title:
Attention: Michel Huizar	Attention:
Email: 1115path@dhcs.ca.gov	Email:

General CITED Program questions may be directed to cited@ca-path.com.

- g. DHCS and the TPA may rely on the authority of the above-named individual to speak and act on behalf of Applicant. Either party may make changes to the information above by providing written notice to the other party within twenty-four (24) hours. Said changes shall not require an amendment to this Agreement. Applicant will retain all records and documentation related to the receipt and use of PATH grant funds, including all documentation used to support and detail expenditures, for no less than three (3) years beyond the date of final payment and will make such records available for complete inspection by DHCS upon request.
- h. DHCS reserves the right to receive, use, and reproduce all reports and data produced, delivered, or generated by or about Applicant and its activities pursuant to this grant and may authorize others to do so without limitation, except as restricted by applicable law.

- i. Applicant will not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the conduct of any activity funded by DHCS.
- j. Applicant expressly agrees and acknowledges that DHCS is a direct beneficiary of the Terms and Conditions with respect to all obligations and functions undertaken pursuant to the Terms and Conditions, and DHCS may directly enforce all provisions of the Terms and Conditions.
- k. Applicant is required to provide a signed contract with an MCP or an MCP's authorized subcontractor or other entity authorized to contract with to provide ECM and/or Community Supports services. Alternatively, Applicant may submit a signed agreement indicating that the MCP or the MCP's authorized subcontractor or other entity authorized to contract with intends to contract with Applicant for the provision of ECM and/or Community Supports.
- l. If Applicant's existing ECM/Community Supports contract with an MCP or an MCP's authorized subcontractor or other entity authorized to contract with is terminated and Applicant does not have an approved contract or intent-to-contract with another MCP or an MCP's authorized subcontractor or other entity authorized to contract with, Applicant is precluded from receiving additional CITED funding until they provide the TPA and/or DHCS proof of an existing ECM/Community Supports contract or intent to contract with an MCP or an MCP's authorized subcontractor or other entity authorized to contract with.
- m. The IGT funds will qualify for federal financial participation per 42 CFR part 433, subpart B, and will not be derived from impermissible sources, such as recycled Medicaid payments, federal money excluded from use as a state match, impermissible taxes, and non-bona fide provider-related donations, per STC 126.a. Sources of non-federal funding shall not include provider taxes or donations impermissible under section 1903(w) of the Social Security Act, impermissible IGT from providers, or federal funds received from federal programs other than Medicaid (unless expressly authorized by federal statute to be used for claiming purposes, and the federal Medicaid funding is credited to the other federal funding source). For this purpose, federal funds do not include Public Hospital Redesign and Incentives in Medi-Cal (PRIME) payments, patient care revenue received as payment for services rendered under programs such as the Designated State Health Programs, Medicare, or Medicaid.

VII. Termination. Upon written notice to Applicant, DHCS may terminate the grant award in any of the following circumstances:

- a. If Applicant fails to perform any one or more of the requirements set forth in these Terms and Conditions;
- b. If any of the information provided by Applicant to DHCS or to the TPA is untruthful, incomplete, or inaccurate;

- c. Upon Applicant's debarment or suspension by competent authority, if such debarment or suspension precludes any activity funded by the grant;
- d. Upon Applicant's indictment in any criminal proceeding;
- e. If Applicant is reasonably suspected of fraud, forgery, embezzlement, theft, or any other misuse of public funds;
- f. If DHCS does not receive or maintain sufficient funds to administer the program;
- g. If any restriction, limitation, or condition is enacted by Congress or by any other governing body or agency that impedes the funding or administration of the grant; or
- h. For any other purpose deemed necessary or advisable by DHCS.

In the case of early termination, Applicant may be subject to audit, recoupment by DHCS of unused or misused funds, and/or preclusion from receiving additional funding, dependent upon the circumstances of the termination.

IN WITNESS THEREOF, APPLICANT has executed this Acknowledgment as of the date set forth below.

APPLICANT

(Signature)

(Printed Name and Title)

Date

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

DRAFT

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/4/2024	
BOARD MEETING DATE	12/17/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Mental Health	
SUBJECT	Request approval of interim ordinance authority for the Department of Mental Health to add and fill 58 positions to implement Phase I of its Human Resources Bureau reorganization.	
PROGRAM	Department of Mental Health – Human Resources Bureau	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
	If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	12/17/2024	
COST & FUNDING	Total cost: Indirect cost, administrative overhead	Funding source: Funded with federal, State (includes Sales Tax Realignment), and local revenues.
	TERMS (if applicable): N/A	
	Explanation: DMH has an administrative overhead percentage based on type of service that is applied to each of the revenue sources. The amount computed is claimed to the revenue source and used to fund admin costs. If there is no revenue generated from the admin overhead percentage, Sales Tax Realignment would cover it.	
PURPOSE OF REQUEST	To enable DMH to secure dedicated personnel to effectively support departmental needs due to expansion and growth throughout the past fiscal years. This effort will enhance operational efficiencies enabling timely response and processing times for numerous human resource activities.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Over the past several fiscal years, the Department has expanded and grown exponentially and the HRB has remained relatively static. HRB submitted a reorganization package to the Chief Executive Office (CEO) and on August 28, 2024, the CEO completed their review of Phase I, and based on their initial assessment, CEO is supportive of efforts to increase HRB’s work capacity due to the expansion of the size of the Department. DMH requests 58 new positions to address increased demand in HRB as follows: 12 new positions to the Payroll/Processing section, 11 new positions to the Disability Compliance/Leave Management section, 7 new positions to the Employee Relations/Health and Safety/Conflict Resolution section, 9 new positions to the Exams/Position Control/Licensing/Classification section, 6 new positions to the Performance Management section, and 13 new positions to the Strategic Workforce Advancement/Selections/Recruitment section.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain how:	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This Board Letter supports the Board's Priority of Homelessness. DMH will utilize these new positions to provide administrative support for direct and indirect services serving people experiencing homelessness or at risk of losing their homes.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Kimberly Nall, Administrative Deputy III, (213) 947-6347, Knall@dmh.lacounty.gov Rachel Kleinberg, Senior Deputy County Counsel, (213) 974-7735, rkleinberg@counsel.lacounty.gov



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

Curley L. Bonds, M.D.
Chief Medical Officer

Rimmi Hundal, M.A.
Chief Deputy Director

December 17, 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:

**REQUEST FOR APPROVAL OF INTERIM ORDINANCE AUTHORITY FOR THE
DEPARTMENT OF MENTAL HEALTH'S HUMAN RESOURCES BUREAU
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of interim ordinance authority for the Department of Mental Health to add and fill 58 positions to implement Phase I of its Human Resources Bureau reorganization.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve interim ordinance authority, pursuant to Section 6.06.020 of the County Code, for Department of Mental Health (DMH) to add and fill 58 positions to implement Phase I of its Human Resources Bureau (HRB) reorganization.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended action will enable DMH to secure dedicated personnel to effectively support departmental needs due to expansion and growth throughout the past fiscal years. This effort will enhance operational efficiencies enabling timely response and processing times for numerous human resource activities.

Implementation of Strategic Plan Goals

These recommended actions are consistent with the County's Strategic Plan Goals, North Star 1, Make Investments That Transform Lives, specifically Focus Area Goal B –

Employment and Sustainable Wages and North Star 3, Realize Tomorrow's Government Today, specifically Focus Area Goal B – Diverse and Inclusive Workforce.

FISCAL IMPACT/FINANCING

These positions will be funded primarily with federal, State, and local revenues.

Permanent positions and funding will be requested through DMH's annual budget request process.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Over the past several fiscal years, the Department has expanded and grown exponentially and the HRB has remained relatively static. Since June of 2012, DMH's total budgeted full-time equivalents (FTEs) grew from 4,470 to 6,900 (which represents an increase of over 54 percent), while the HRB's total number of budgeted FTEs grew from 84 to 92 (which reflects an increase of only 10 percent). The increase in DMH's total budgeted positions by over 54 percent requires additional positions in HRB to support the Department's need. As a result, HRB submitted a reorganization package to the Chief Executive Office (CEO) and, on August 28, 2024, CEO completed their review of Phase I. Based on their initial assessment, CEO is supportive of efforts to increase HRB's work capacity due to the expansion of the size of the Department. DMH requests 58 new positions to address increased demand in HRB as follows:

Twelve new positions to Payroll/Processing section, responsible for overseeing the payroll operations of DMH, as well as handling new employee orientations and various personnel transactions.

Eleven new positions to Disability Compliance/Leave Management section, responsible for handling cases related to reasonable accommodation, fitness for duty evaluations, job searches, medical certifications, disability retirements, medical releases, and religious accommodations, as well as managing all leave-related assignments for DMH, driven by federal and State laws.

Seven new positions to Employee Relations/Health and Safety/Conflict Resolution section, responsible for assisting managers and supervisors with handling grievances filed by DMH's employees; providing support, information, training, consultation, ergonomic evaluations, and periodic audits of health and safety practices, as well as ensuring regulatory safety compliance for all locations and programs; and conducting

conflict resolution meetings, drafting and administering agreements, fostering cooperation with stakeholders, and making recommendations to DMH executives on conflict resolution-related matters.

Nine new positions to Exams/Position Control/Licensing/Classification section, responsible for processing requests to open exams, updating qualification for positions within DMH, conducting job analyses, preparing job bulletins, receiving incoming applications for employment, arranging testing dates and exam panels, and maintaining exam scores; working with the CEO's Position Control Team, as well as DMH's Central Administration to manage transactions in the electronic Human Resources System; ensuring compliance with licensure and certification policies among DMH's professionals; and assisting DMH management with the development of complex organizational structures, as well as the planning and execution of budget submissions, in addition to conducting reclassification studies.

Six new positions to Performance Management, responsible for providing support to managers and supervisors by responding to, as well as providing consultation regarding, matters involving employee performance management and discipline.

Thirteen new positions to Strategic Workforce Advancement/Selections/Recruitment section, responsible for managing Board initiatives, developing/facilitating employee and supervisory trainings, and Management Appraisal and Performance Plan administration; coordinating and executing recruitment and selection efforts to fill critical positions for DMH; and implementing various major Countywide initiatives and functions, such as Conflict of Interest, Outside Employment, probationary extensions, employee file reviews, etc.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended action will allow DMH to permanently hire personnel for the HRB to meet the existing and growing needs and demands of the Department.

Respectfully submitted,

LISA H. WONG, Psy.D.
Director

LHW:RH:KN:SK:MG:atm

The Honorable Board of Supervisors
December 17, 2024
Page 4

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

Los Angeles County Bed Status Report Update

Health and Mental Health Services Cluster Meeting
December 4, 2024

Presenters:

DMH – Jaclyn Baucum

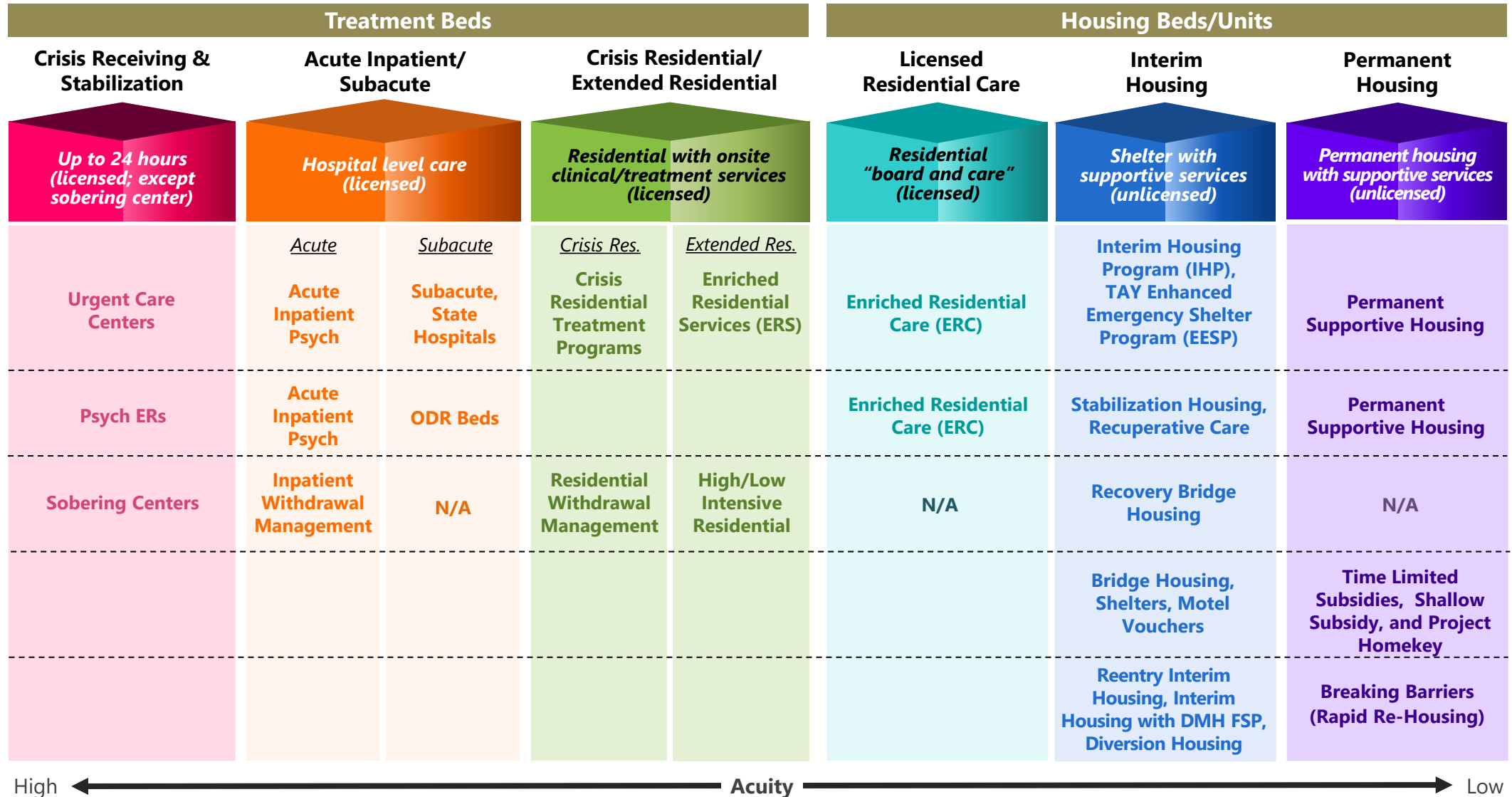
DPH - Gary Tsai, M.D.

DHS – Clemens Hong, M.D.

CEO HI – Jennifer Lee, Courtney Price

JCOD – John Franklin Sierra, Yvette Willock

LA County Cross-Department "Continuum of Care" Framework



Other relevant departments with beds include: DPSS, DCFS, and Probation

Bed Set Matter Directives

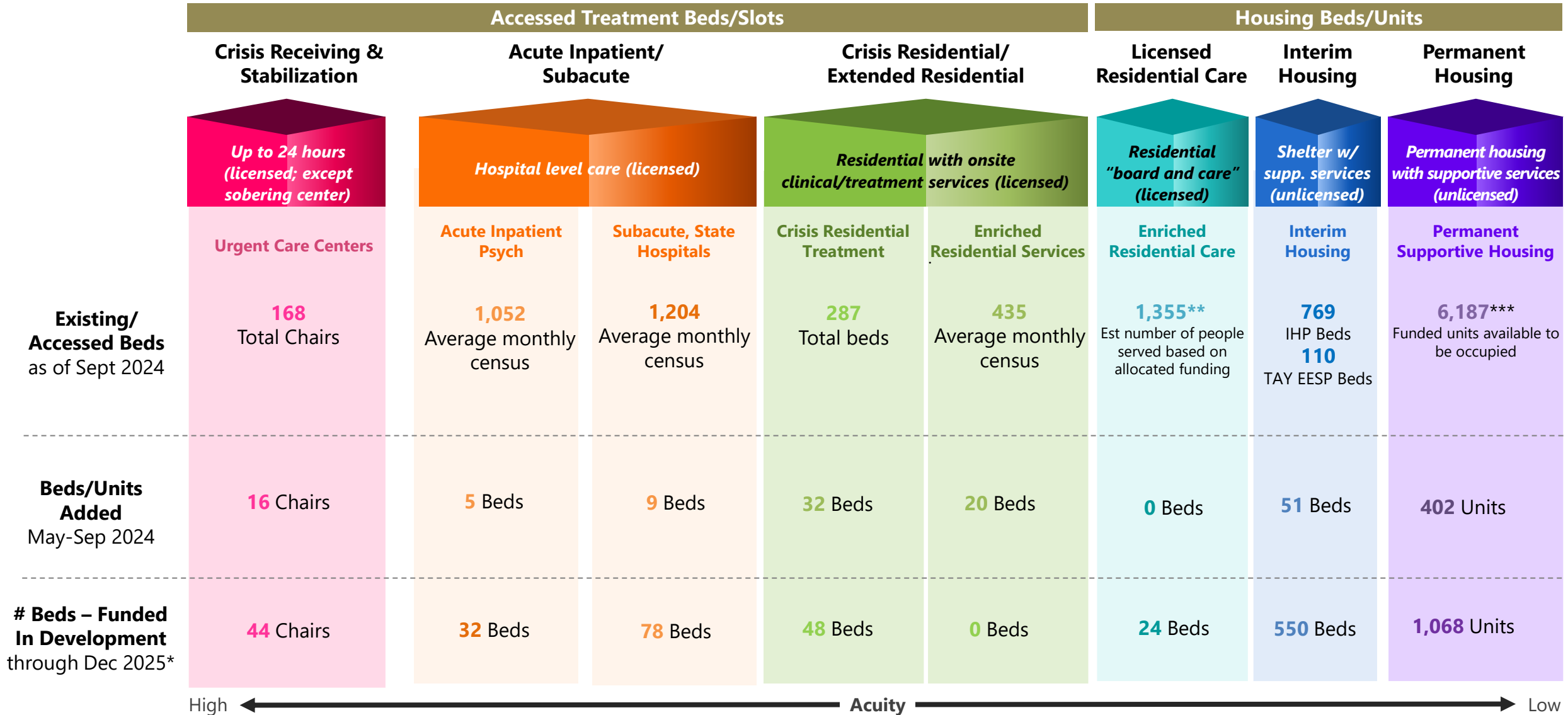
Reporting Period: July-Sept 2024

- **Measurable outcomes**

- Number and types of beds available, including beds net growth and beds in development.
- Number of people served in the prior quarter
- Where the beds are located
- Challenges and opportunities

Department of Mental Health

Mental Health Beds Available, Net Growth & In-Development

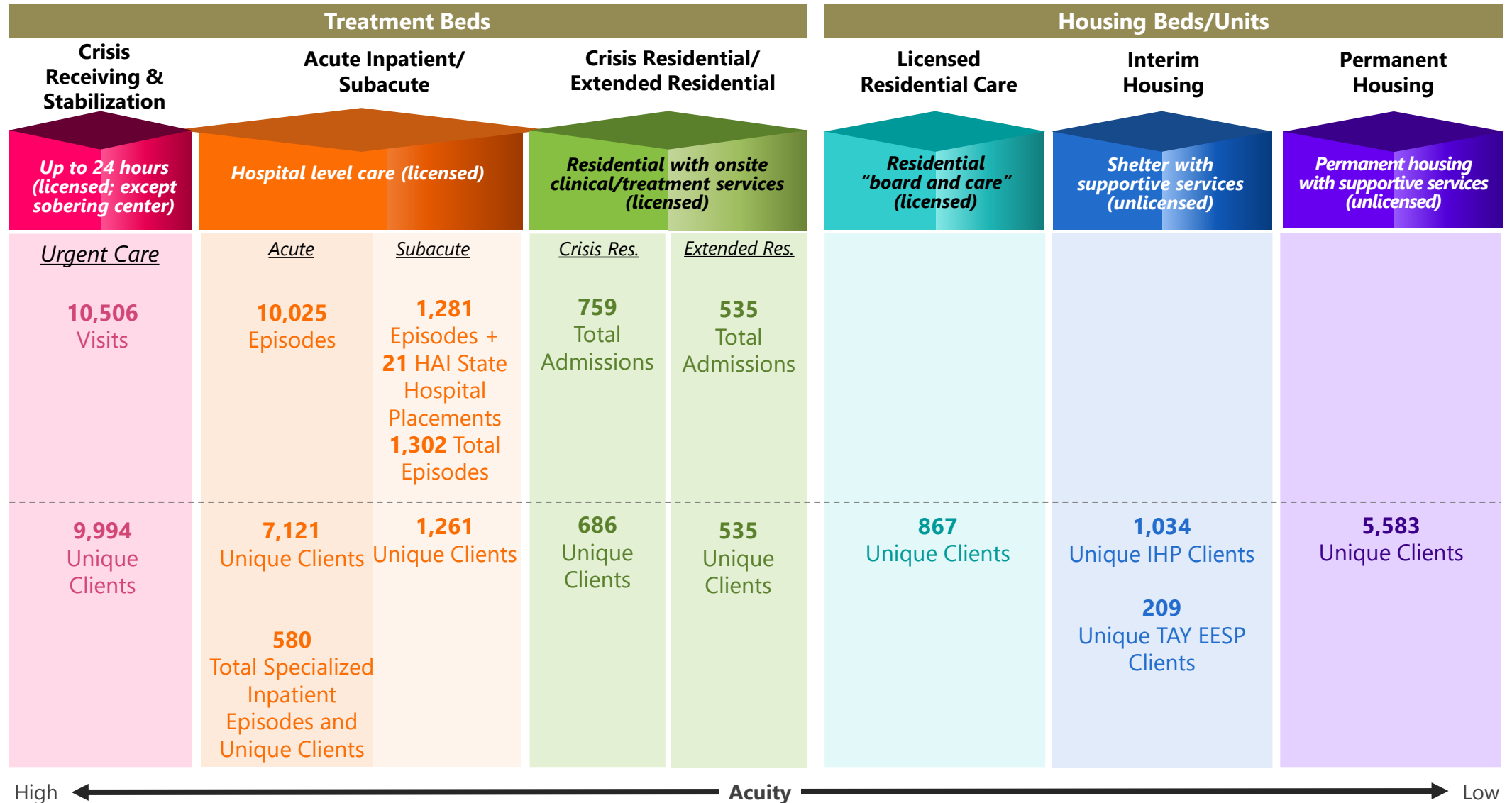


*Estimates are subject to change and do not represent beds that are not yet funded, that are in the contracting stage or in the longer-term pipeline related to state infrastructure grants.

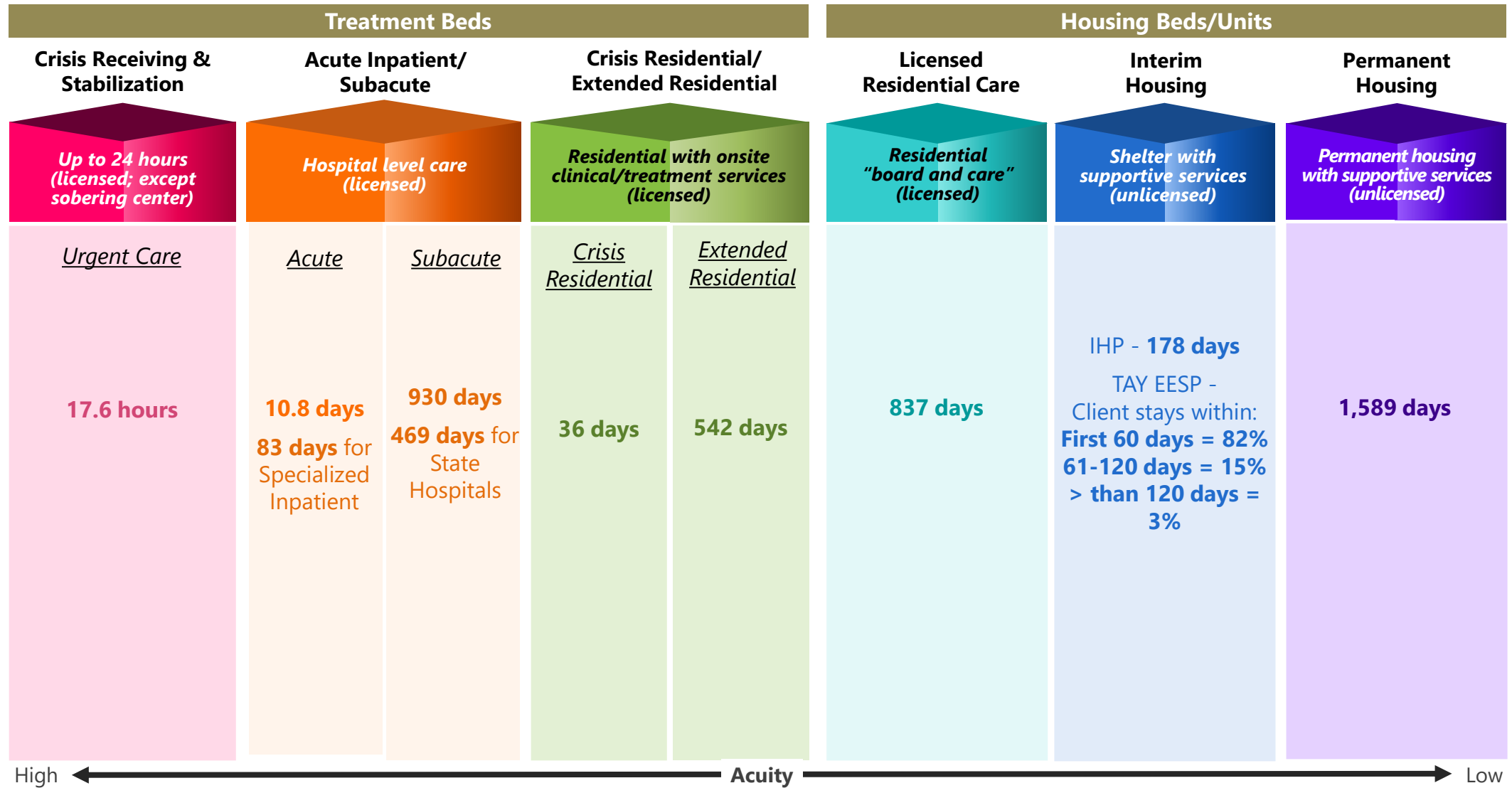
**Includes estimated 450 beds to be funded with Community Care Expansion (CCE) dollars that have not yet come online.

*** Includes units from developments that are newly opened and still leasing up.

How many people were served July-Sept 2024 by DMH Level of Care



DMH Average Length of Stay July-Sept 2024 by Level of Care



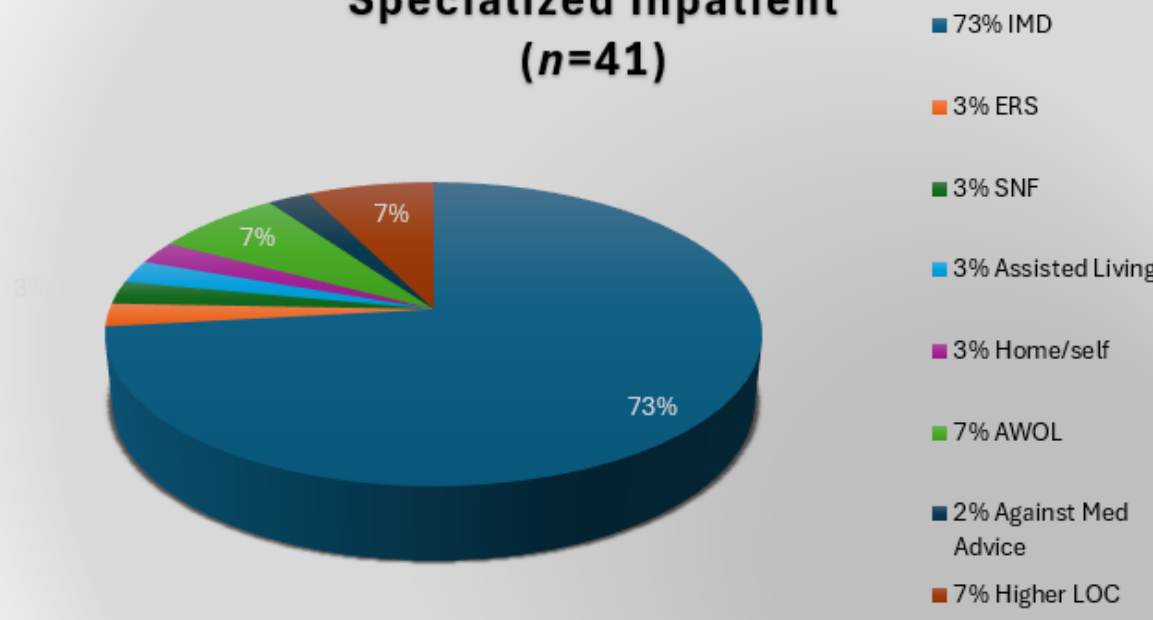
Where DMH Clients Went Upon Discharge in July-Sept 2024 by LOC

Treatment Beds

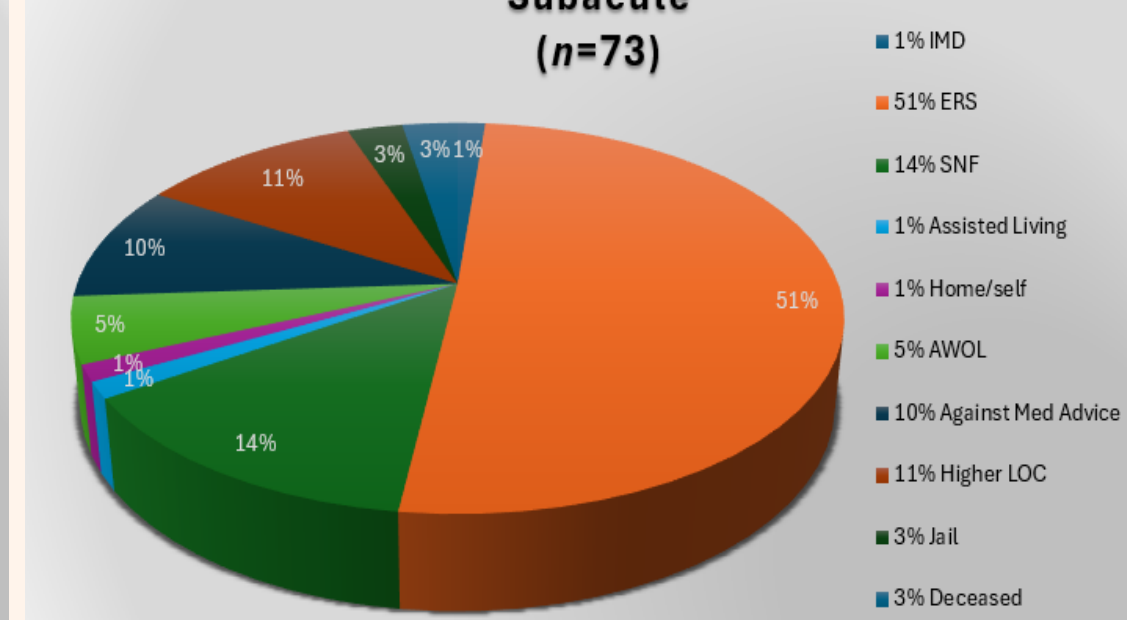
Acute

Subacute

**Specialized Inpatient
(n=41)**



**Subacute
(n=73)**



Where DMH Clients Went Upon Discharge in July-Sept 2024 by LOC

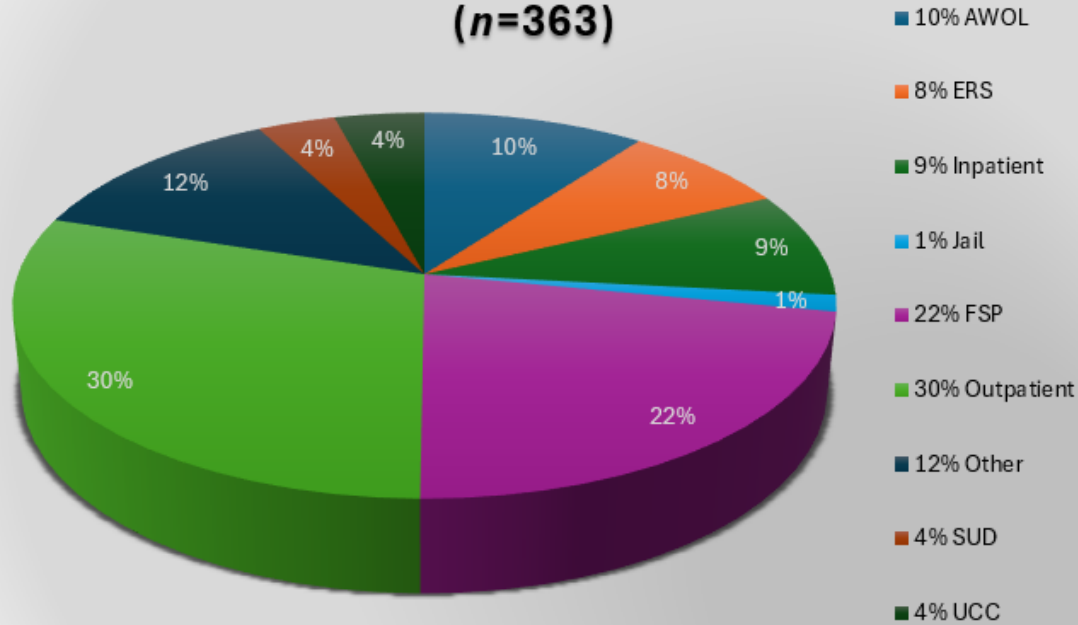
Treatment Beds

Crisis Residential/ Extended Residential

Residential with onsite clinical/treatment services (licensed)

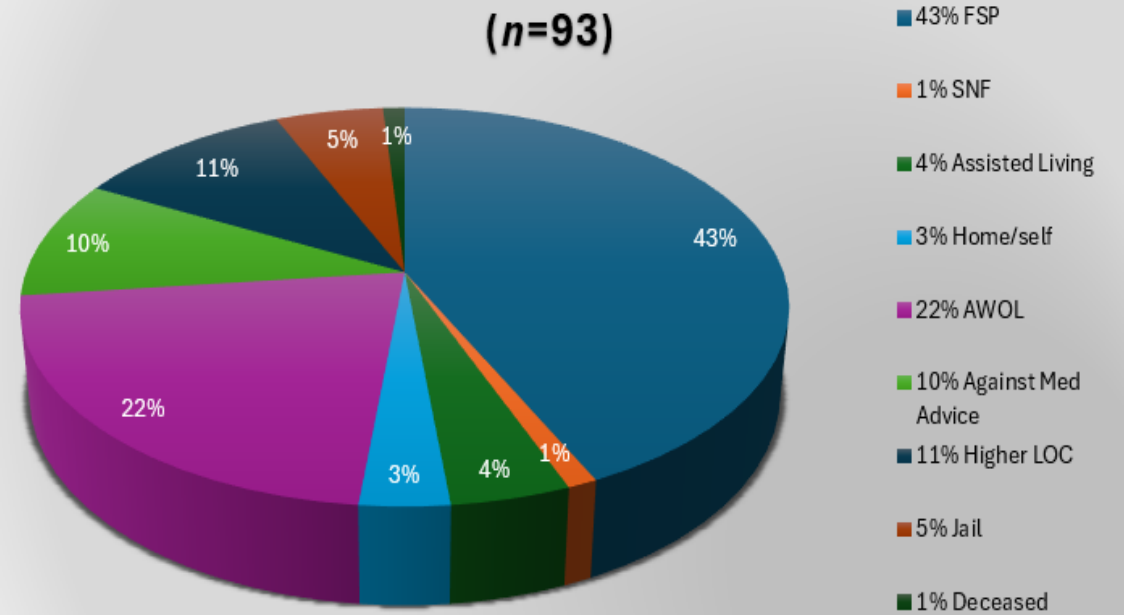
Crisis Residential

C RTP **(n=363)**



Extended Residential

ERS **(n=93)**



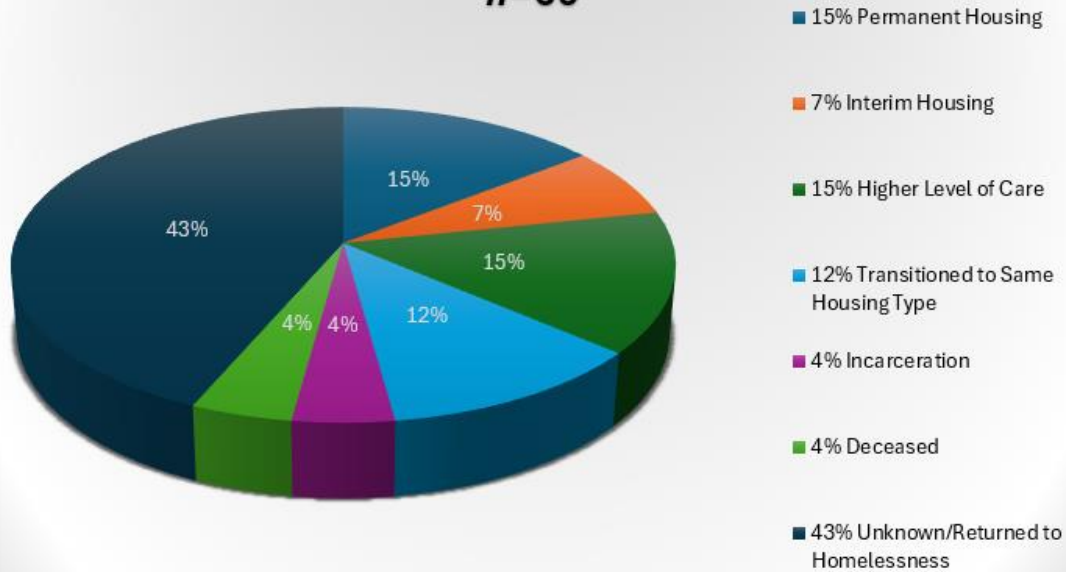
Where DMH Clients Went Upon Discharge in July-Sept 2024 by LOC

Housing Beds/Units

Licensed Residential Care

Residential "board and care" (licensed)

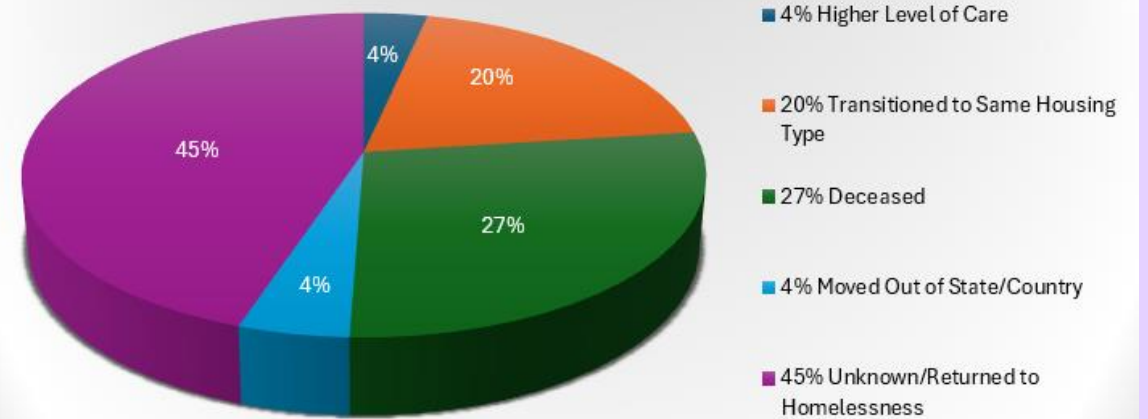
n=69



Permanent Housing

Permanent housing with supportive services (unlicensed)

n=93



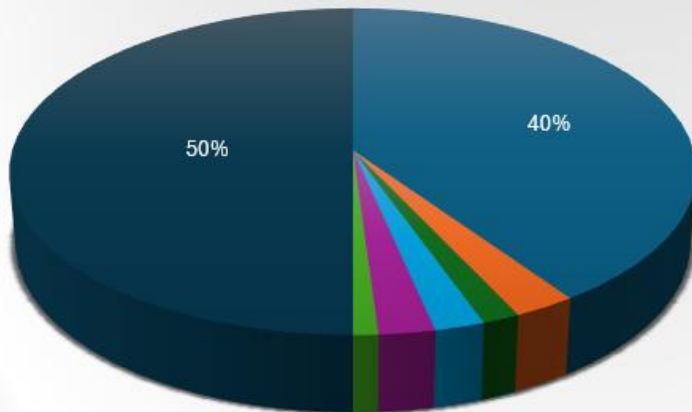
Where DMH Clients Went Upon Discharge in July-Sept 2024 by LOC

Housing Beds/Units

Interim Housing

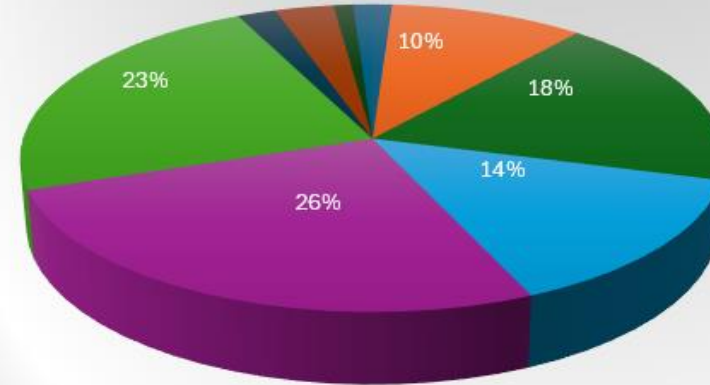
Shelter with supportive services (unlicensed)

IHP
(n=384)



- 40% Permanent Housing
- 3% Higher Level of Care
- 2% Transitioned to Same Housing Type
- 2% Drug Treatment Facility
- 2% Incarceration
- 1% Deceased
- 50% Unknown/Returned to Homelessness

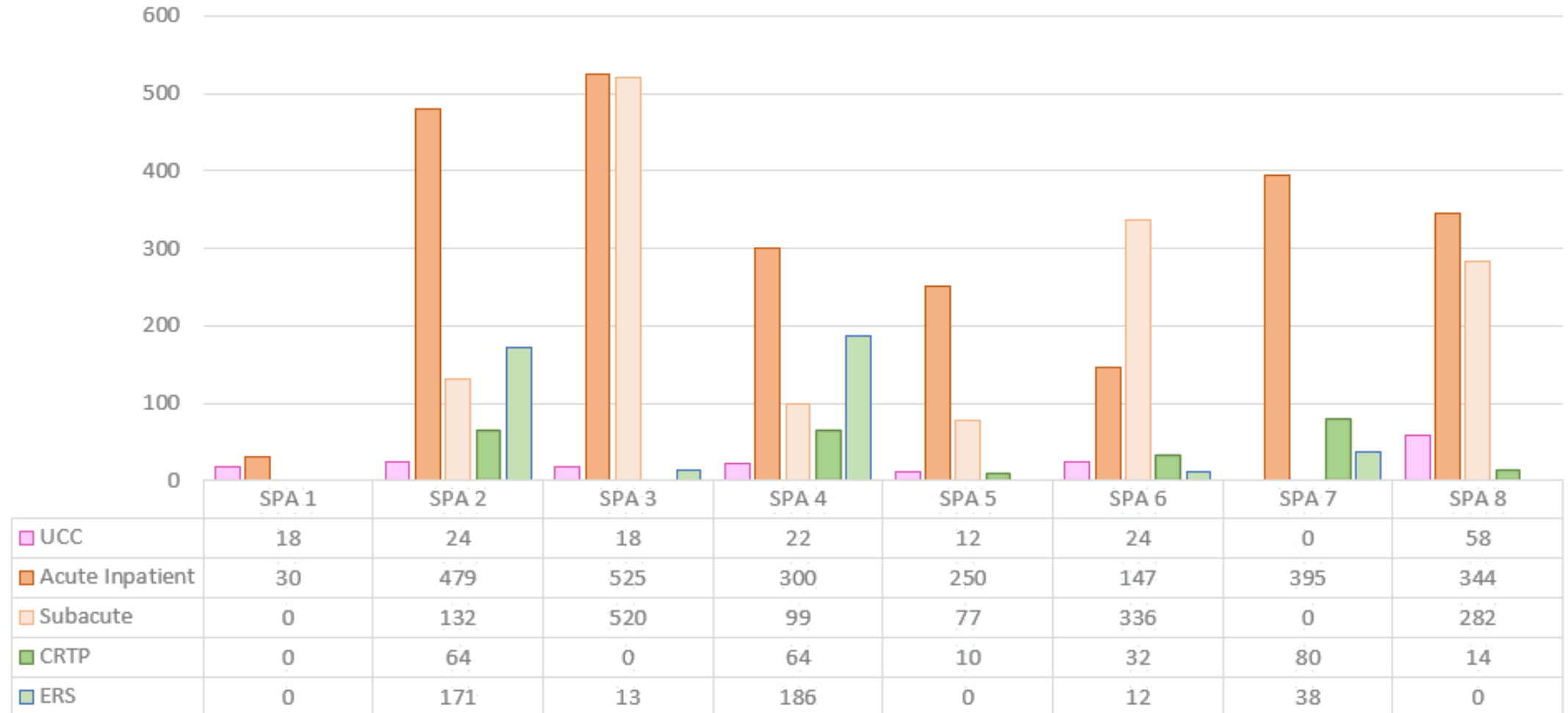
TAY EESP
n=145



- 1% Home of relative
- 10% Transitional Housing Program (THP)
- 18% Self Discharge
- 14% Client No Show
- 26% Client Evicted
- 23% Client Eloped (never returned)
- 2% Hospitalized
- 3% Transfer to another EESP
- 1% Other emergency shelter
- 1% Other (Section 8, Job Corps)

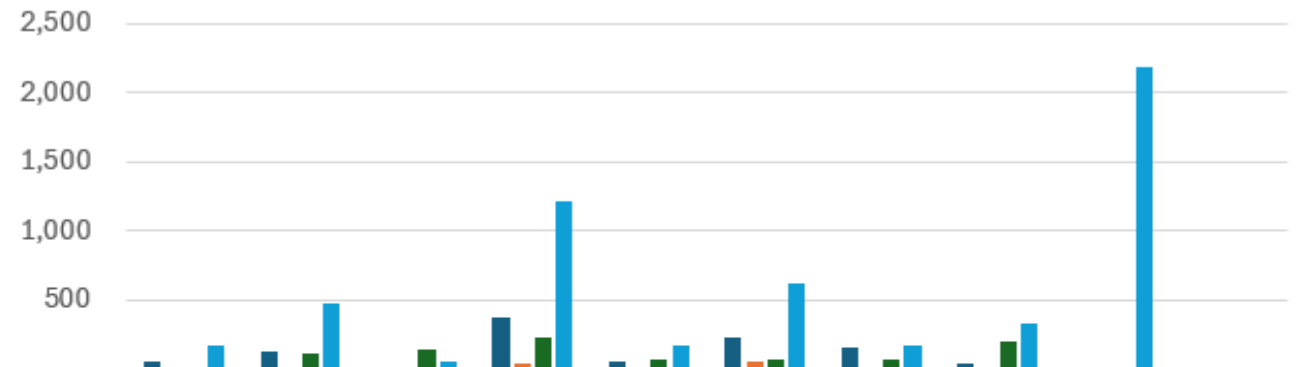
DMH HAI Bed Distribution by Level of Care (July-Sept 2024)

DMH Bed Distribution by SPA

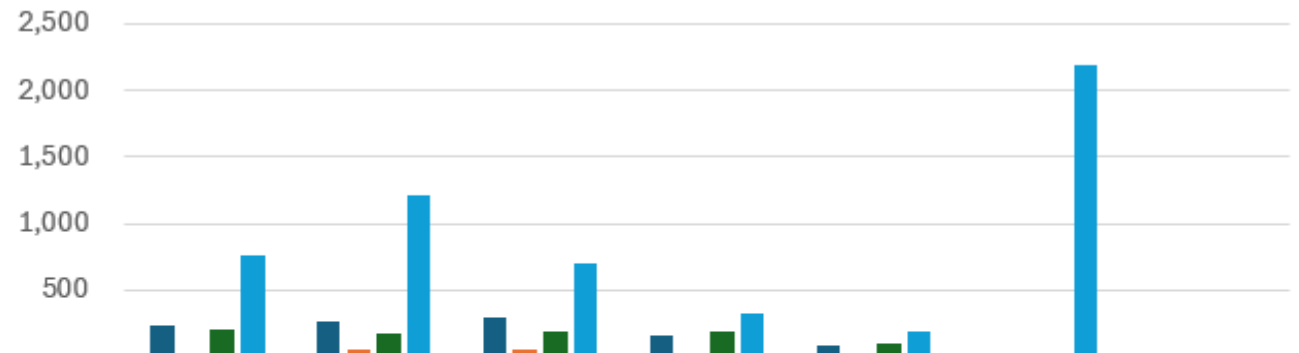


UCC Acute Inpatient Subacute CRTP ERS

DMH HJDD & TAY EESP SPA & Supervisorial District Bed Distribution by Level of Care (July-Sept 2024)



	SPA1	SPA2	SPA3	SPA4	SPA5	SPA6	SPA7	SPA8	Scattered Sites	Total
■ Interim Housing (HJDD)	57	124	5	367	53	228	160	40	-	1,034
■ Interim Housing (TAY EESP)	-	14	-	38	-	58	-	-	-	110
■ ERC	7	110	138	220	63	70	65	194	-	867
■ PSH	172	471	53	1,213	174	615	171	327	2,190	5,386

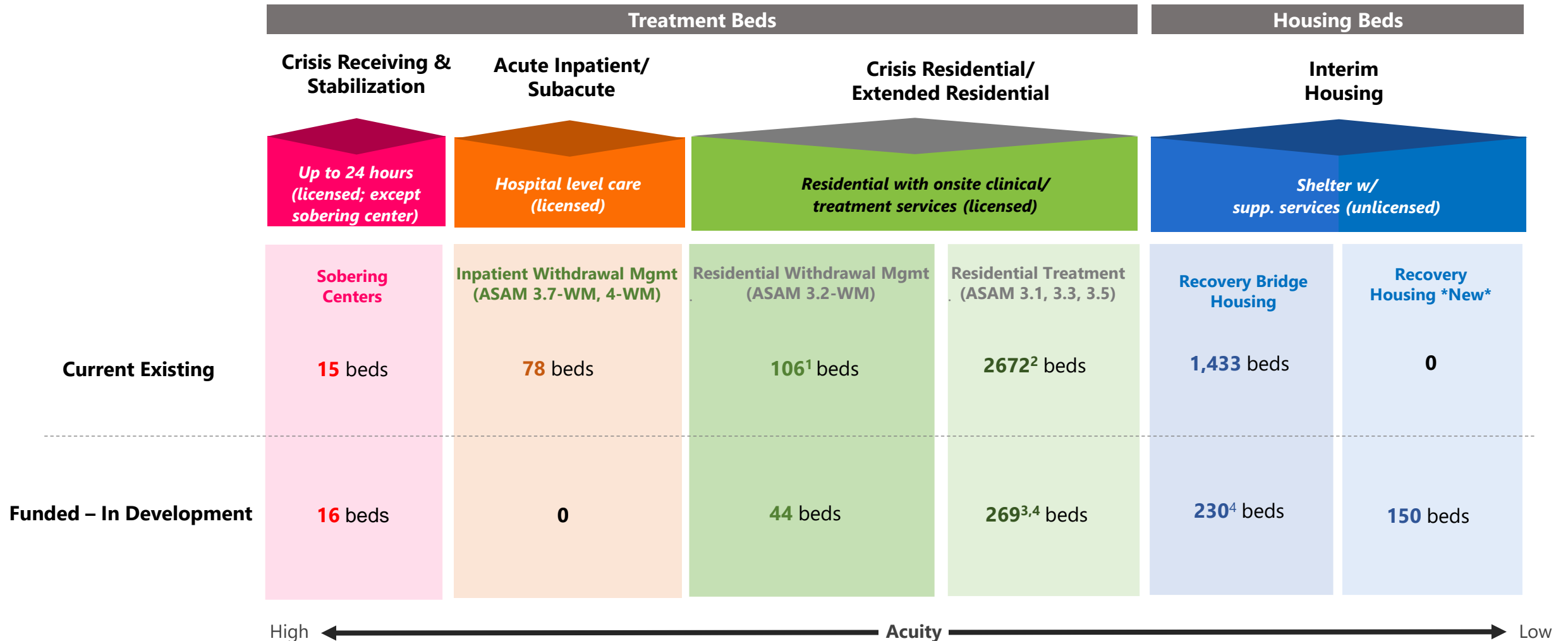


	SD1	SD2	SD3	SD4	SD5	Scattered Sites	Total
■ Interim Housing (HJDD)	233	268	289	160	84	-	1,034
■ Interim Housing (TAY EESP)	-	58	52	-	-	-	110
■ ERC	207	174	194	185	107	-	867
■ PSH	765	1,215	696	325	195	2,190	5,386

*Since ERC does not have dedicated beds, these numbers represent where ERC clients were living during the quarter.

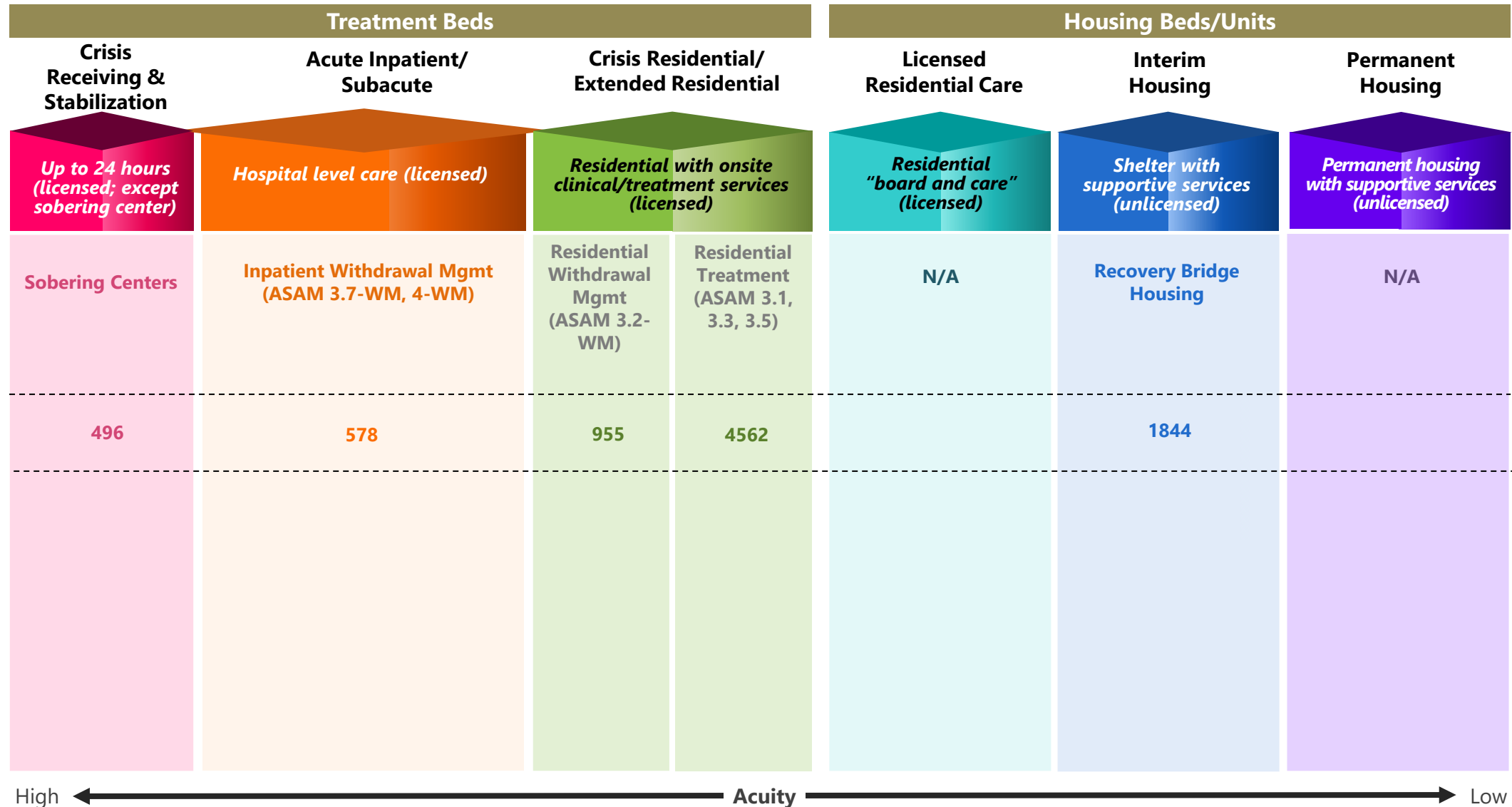
Department of Public Health - SAPC

DPH-SAPC Beds Available, Net Growth & In-Development

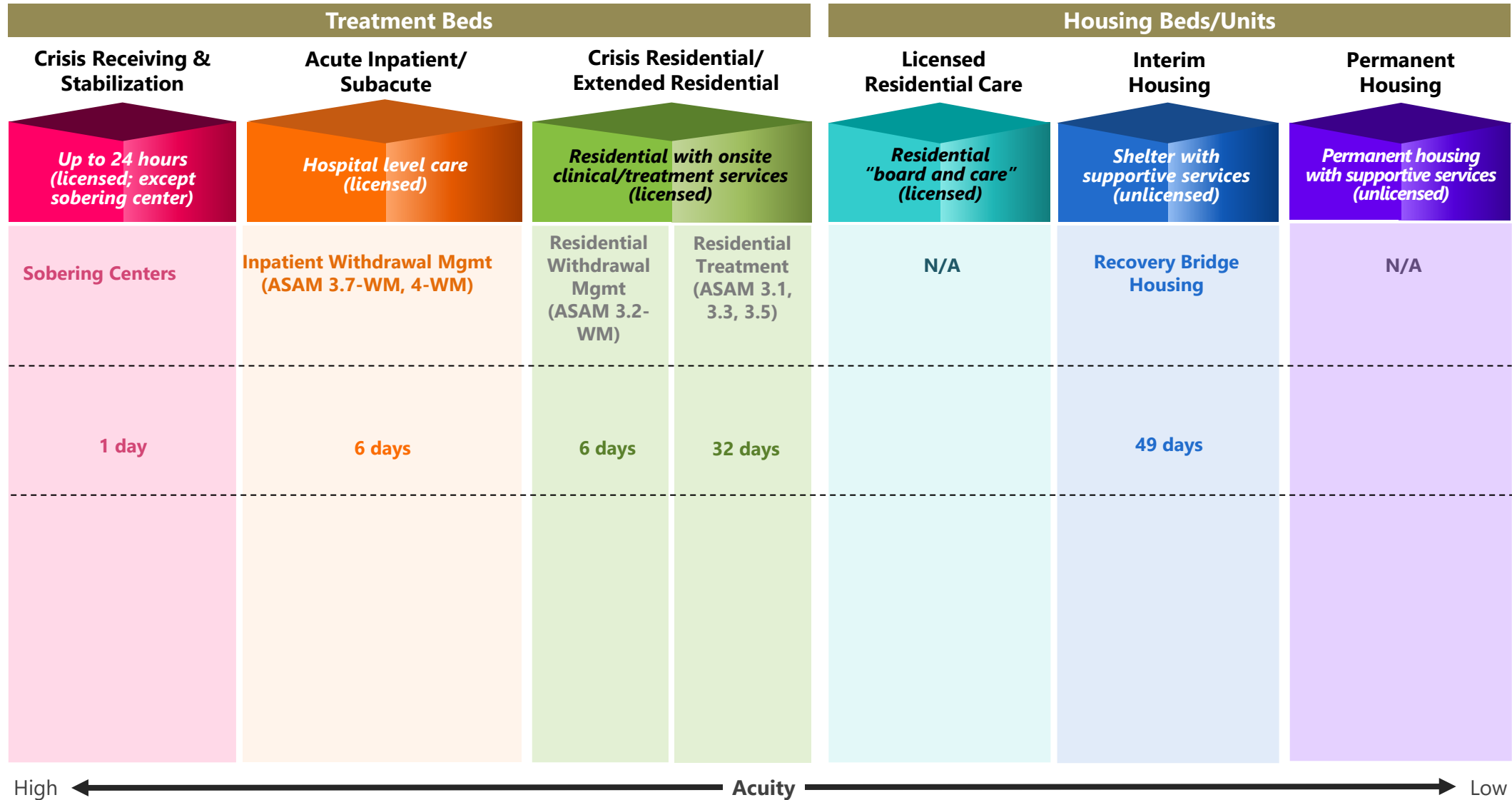


1 - Beds are estimated as the State does not distinguish between licensure for Residential WM (ASAM 3.2-WM) and Residential (ASAM 3.1, 3.3, 3.5) beds and SAPC's providers utilize these beds flexibly based on need. Historically utilization has been at 4% of residential beds that may be used for WM.
 2 - Bed counts are updated to reflect all fully executed contract actions, and the numbers change as beds are added, beds are removed (in addition to facility openings and closures).
 3 - Beds include BHCIIP recipients currently contracted with SAPC, although additional BHCIIP related beds may be funded upon completion of BHCIIP projects, DHCS DMC licensure or certification, and meeting SAPC contracting requirements
 4.- Amounts have been adjusted to account for variance from Q4, Fiscal Year 2023-24 and Q1, Fiscal Year 2024-25.

How many people served by DPH-SAPC Level of Care (July-Sept 2024)

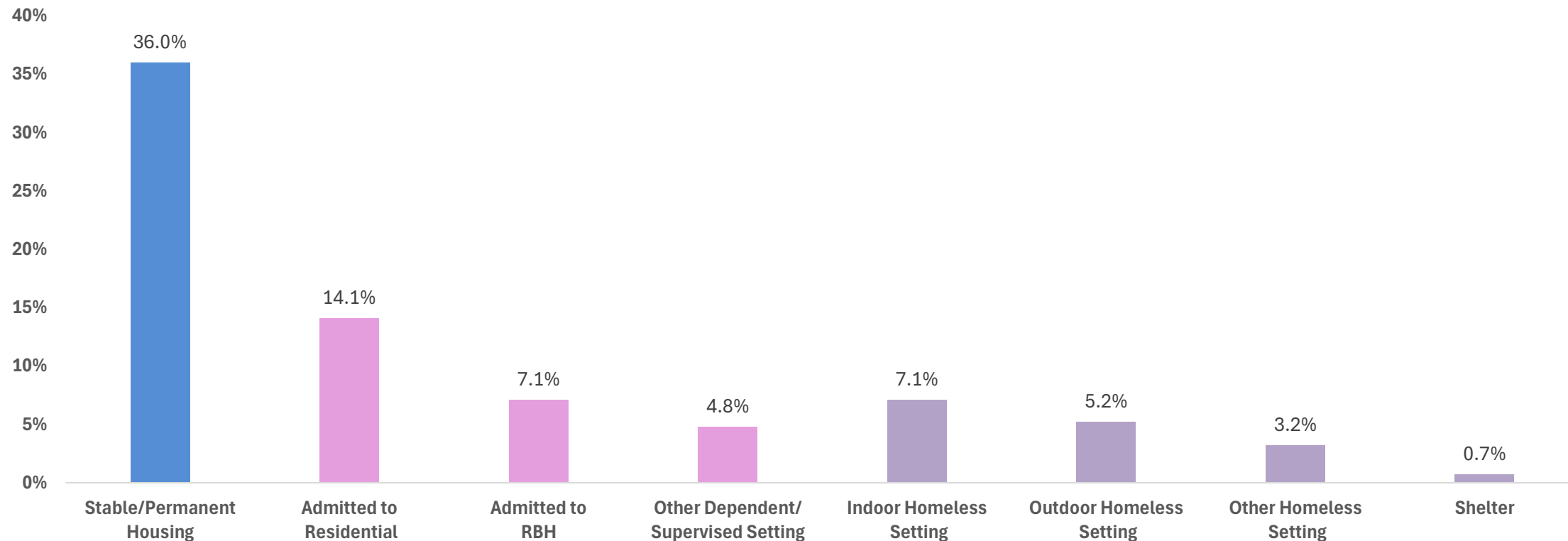


Average Length of Stay by DPH-SAPC Level of Care (July-Sept 2024)



DPH-SAPC: Where Patients Homeless at Admission Went Upon Discharge by Bed Type

(Residential, Residential Withdrawal Management, and Recovery Bridge Housing)



Note:

All percentages are based on the number of PEH admitted to Residential Beds and RBH, who were discharged during the quarter 1, FY2425 (4,441).

Stable/Permanent Housing: based on the self-reported information.

Indoor Homeless Setting: 'Doubling up or living with others temporarily', 'Hotel/motel voucher', 'Motels due to lack of alternative' 'Temporary indoor situation (like abandoned building), etc.

Outdoor Homeless Setting: includes individuals who reported 'Sleeping in car/van' or 'Living outside (sleeping outdoors)'

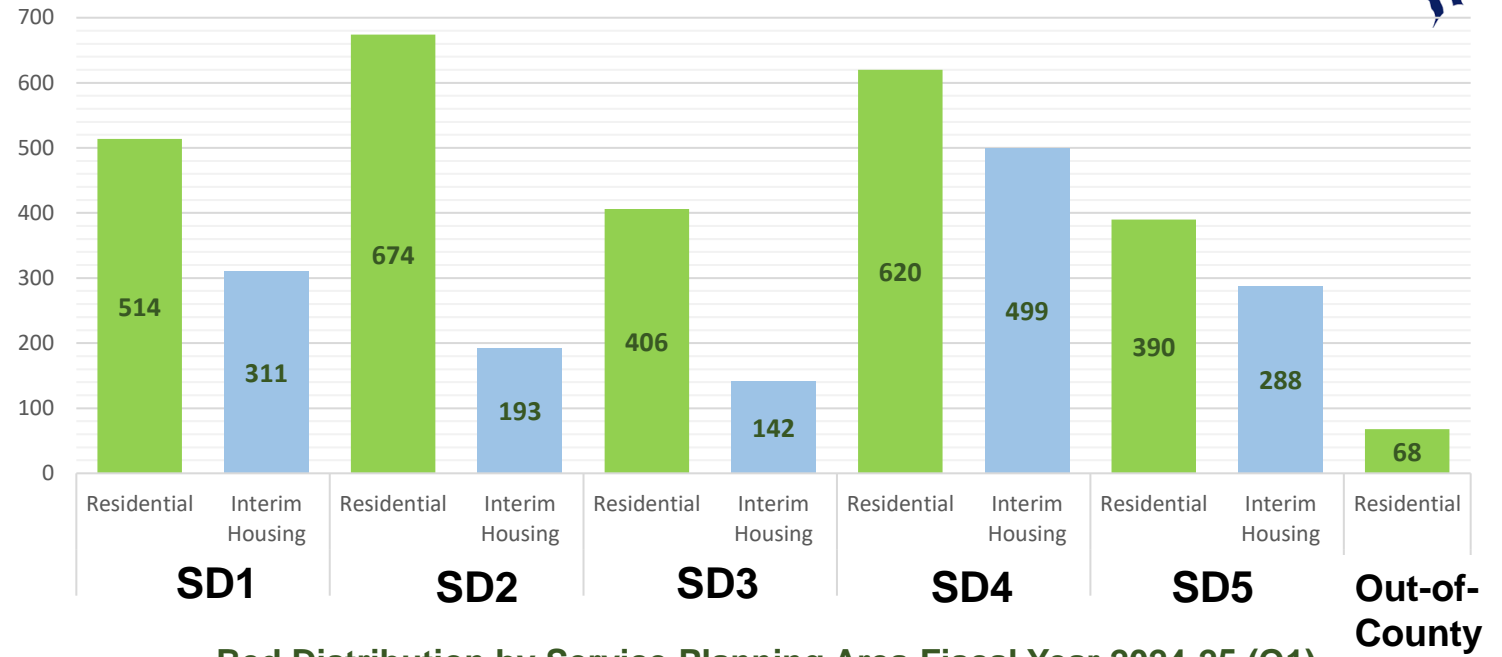
Other Homeless Setting: indicates individuals reported as homeless upon discharge, with homeless living status not specified.

Other Dependent/Supervised Setting: indicates individuals reported their current living status as dependent/supervised setting, with dependent setting not specified.

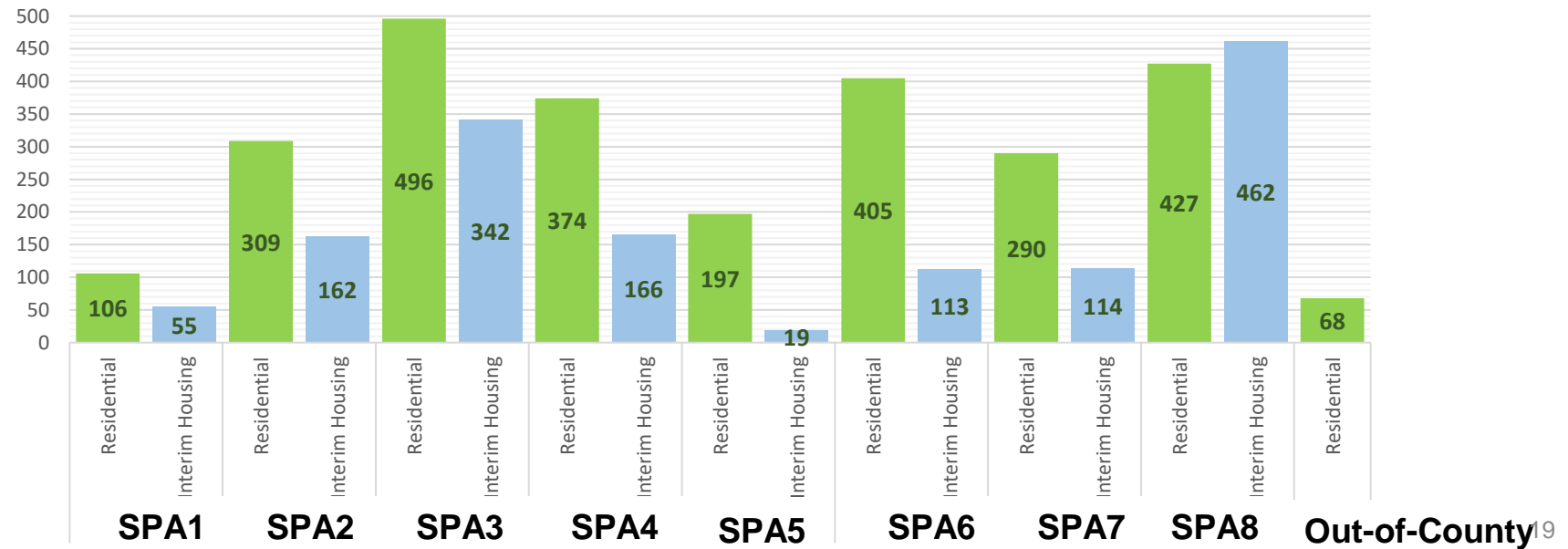
22% of the discharges left their treatment program before completing their treatment services with administrative discharges, which does not capture homeless living status.

DPH-SAPC Bed Distribution

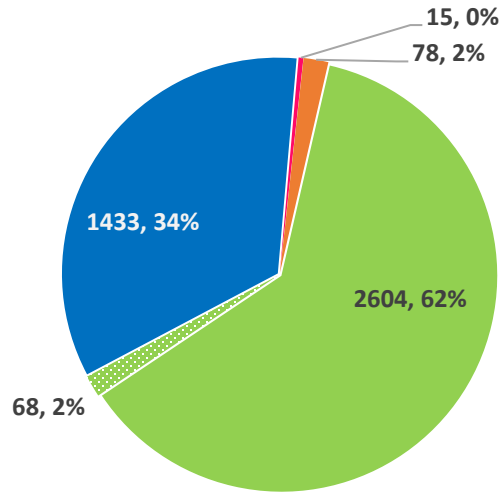
Bed Distribution by Supervisorial District Fiscal Year 2024-25 (Q1)



Bed Distribution by Service Planning Area Fiscal Year 2024-25 (Q1)



Treatment Bed Counts



- Crisis Receiving & Stabilization
- Acute Inpatient/ Subacute
- Residential
- Interim Housing
- Out of County Residential

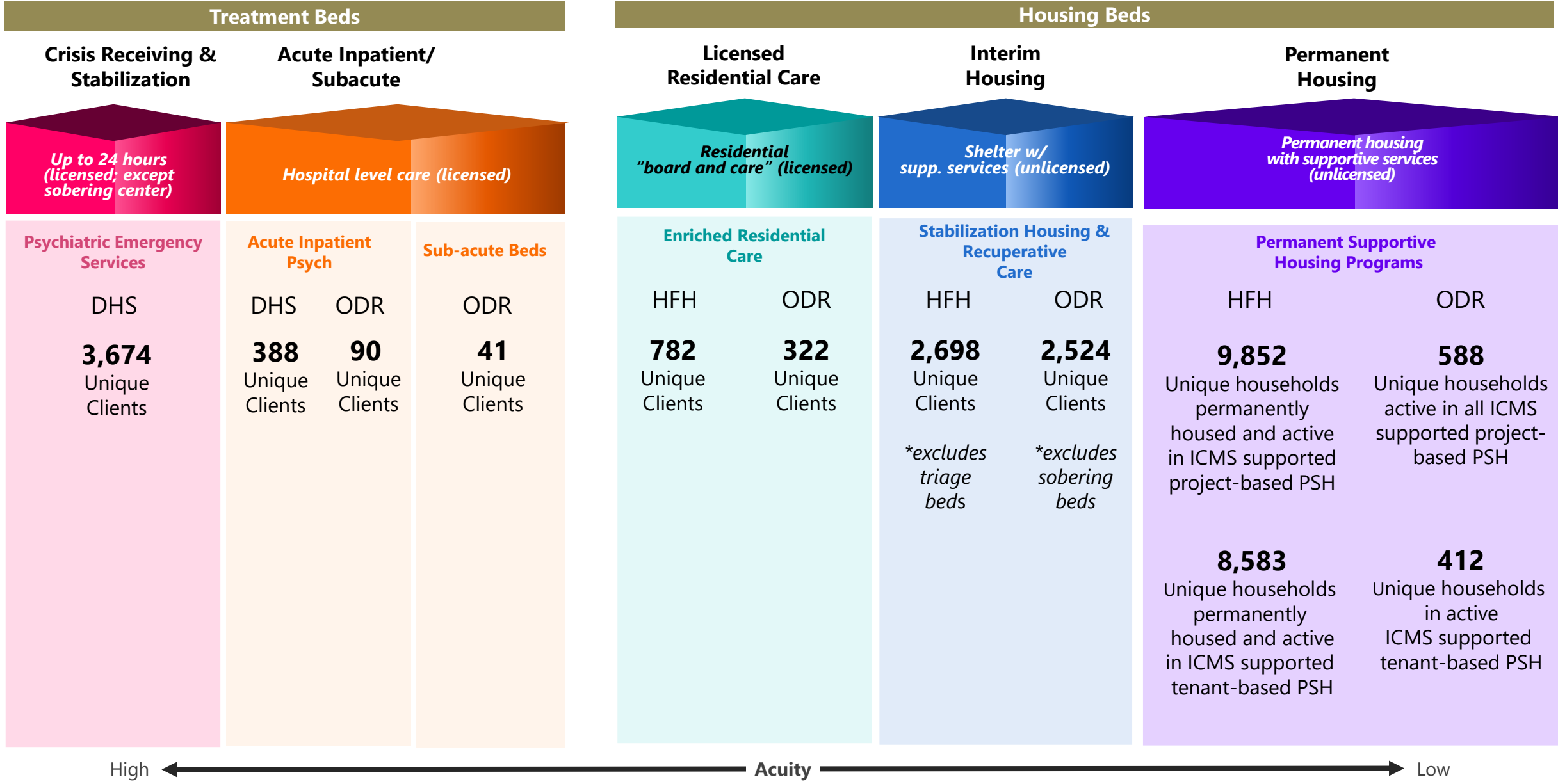
Department of Health Services

Department of Health Services (DHS) Treatment & Housing Bed Snapshot

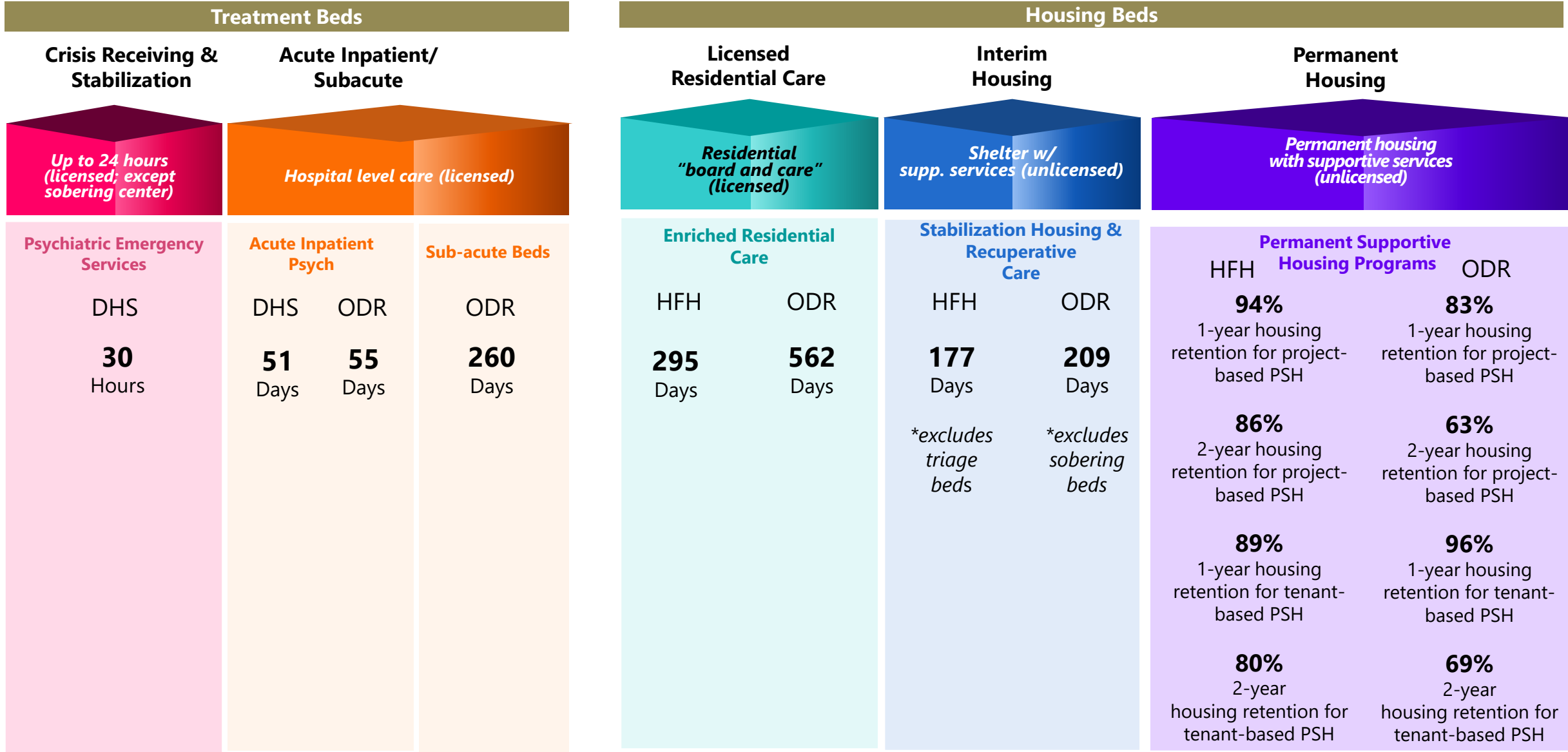


*Numbers listed outside parentheses are units funded through local FHSP rental subsidies; numbers inside parentheses are total PSH. Note: HFH PSH counts include all ICMS slots regardless of subsidy source (FHSP or federal rental subsidies). Numbers exclude beds administered by HFH but funded (and intake controlled) by DMH and JCOD. ODR PSH counts include scattered site & project-based PSH (occupied and unoccupied) funded by ODR.

3-How many people were served July-Sept 2024 by DHS Level of Care



3.a.-DHS Average Length of Stay in July-Sept 2024 by Level of Care

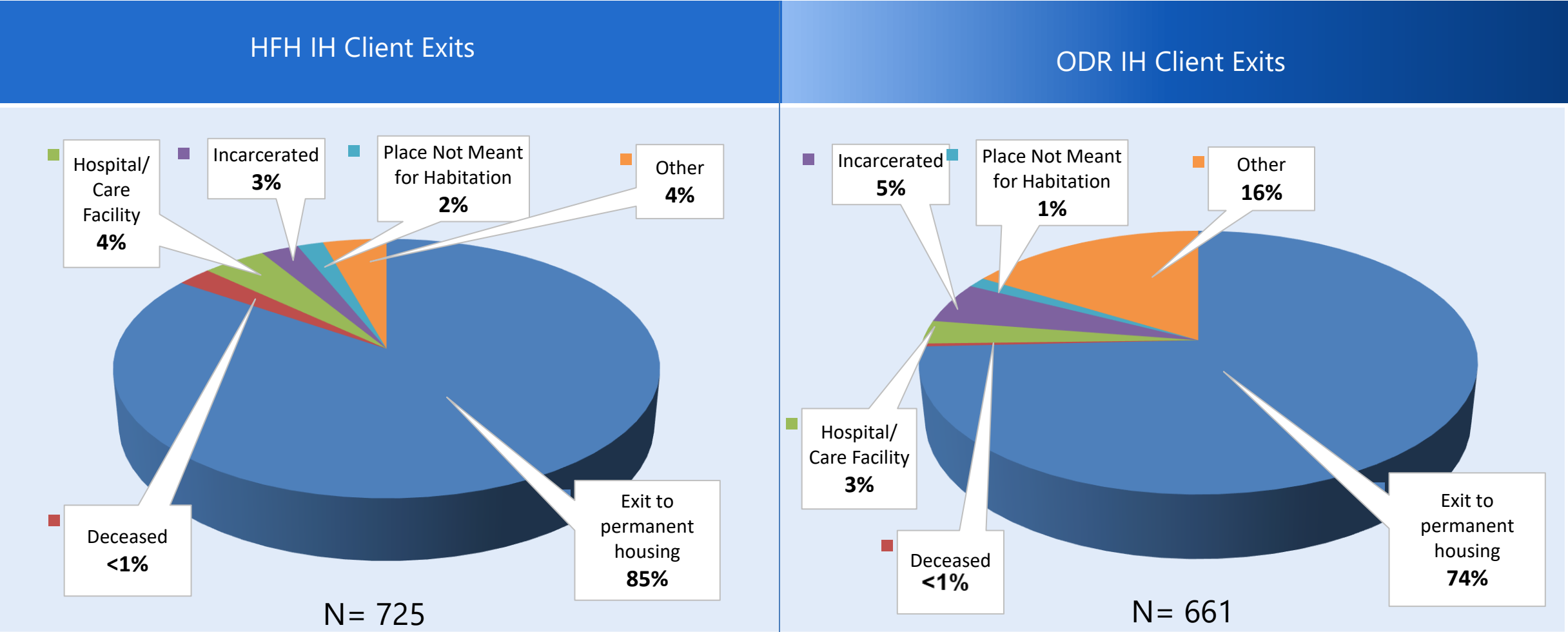


High ← Acuity → Low

3.b.-Where DHS Clients Went Upon Discharge in July-Sept 2024 by LOC

Housing Beds/Units

Interim Housing- Stabilization Housing & Recuperative Care

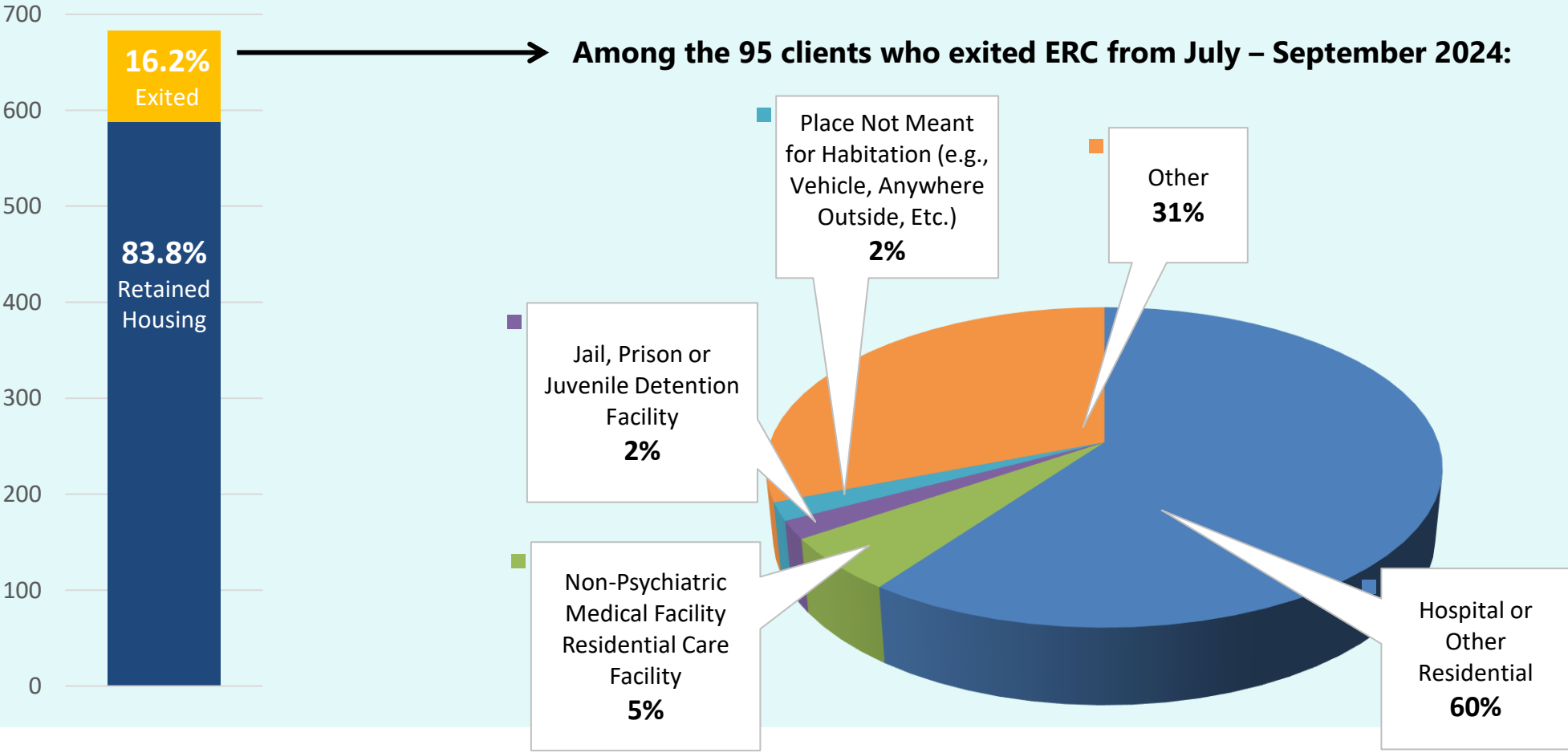


*Based on Available Data

3.b.-Where DHS Clients Went Upon Discharge in July-Sept 2024 by LOC

Housing Beds/Units

HFH Enriched Residential Care Client Outcomes



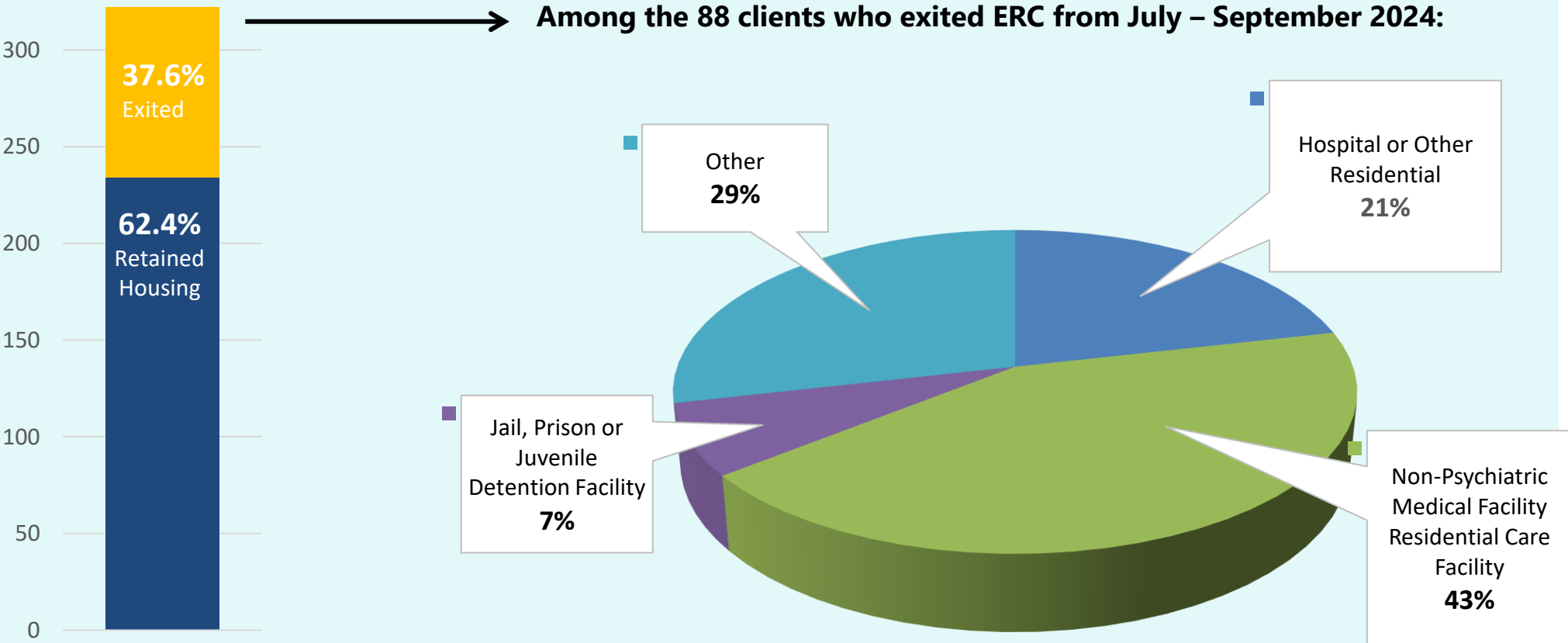
*Based on Available Data

3.b.-Where DHS Clients Went Upon Discharge in July-Sept 2024 by LOC

Housing Beds/Units

Licensed Enriched Residential Care (ERC) Facilities

ODR Enriched Residential Care Client Outcomes

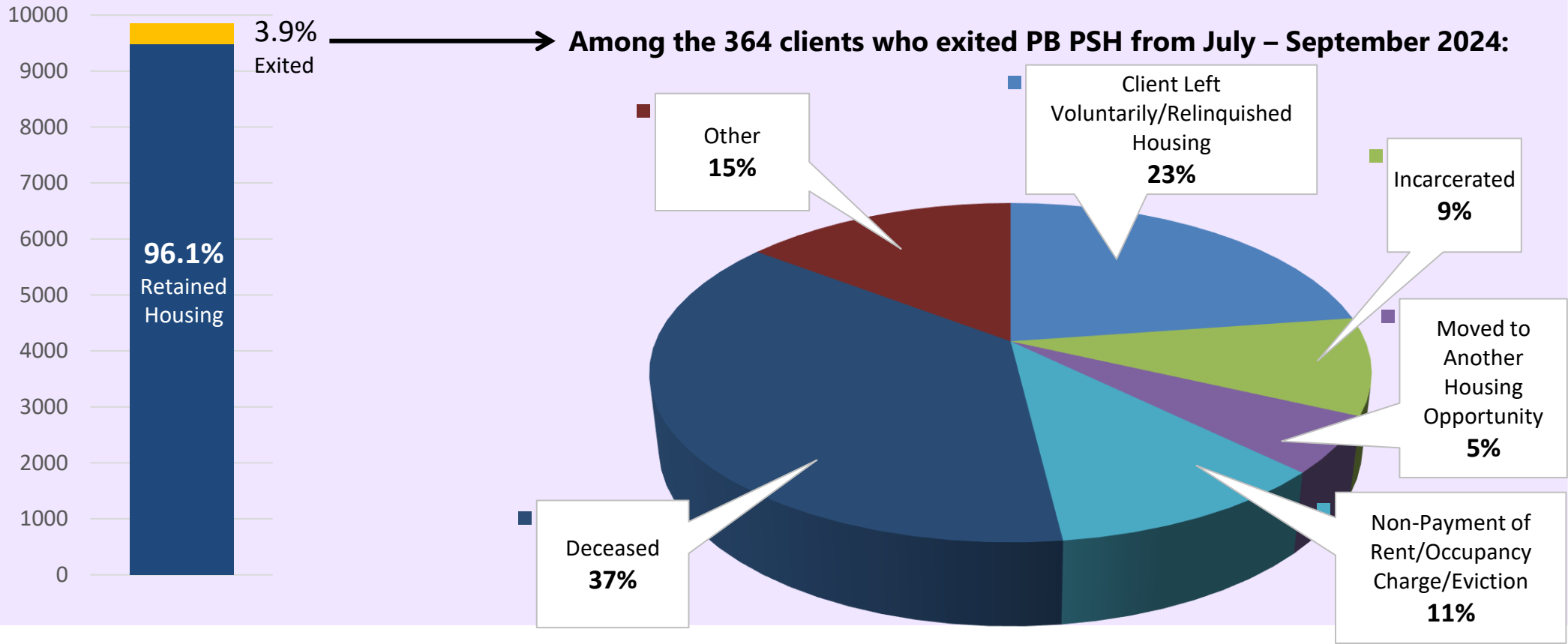


*Based on Available Data

Housing Beds/Units

Project-Based Permanent Supportive Housing

HFH Project-Based PSH Household Outcomes



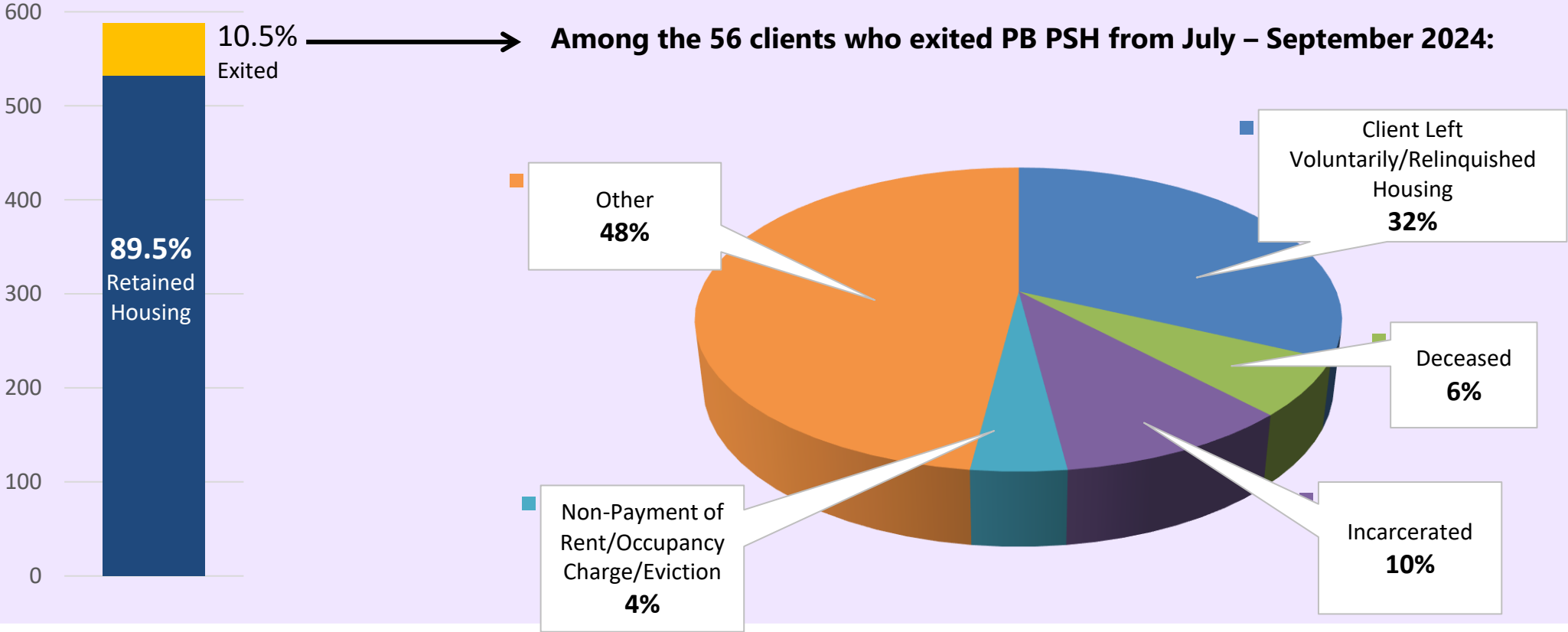
*Based on Available Data

3.b.-Where DHS Clients Went Upon Discharge in July-Sept 2024 by LOC

Housing Beds/Units

Project-Based Permanent Supportive Housing

ODR Project-Based PSH Household Outcomes

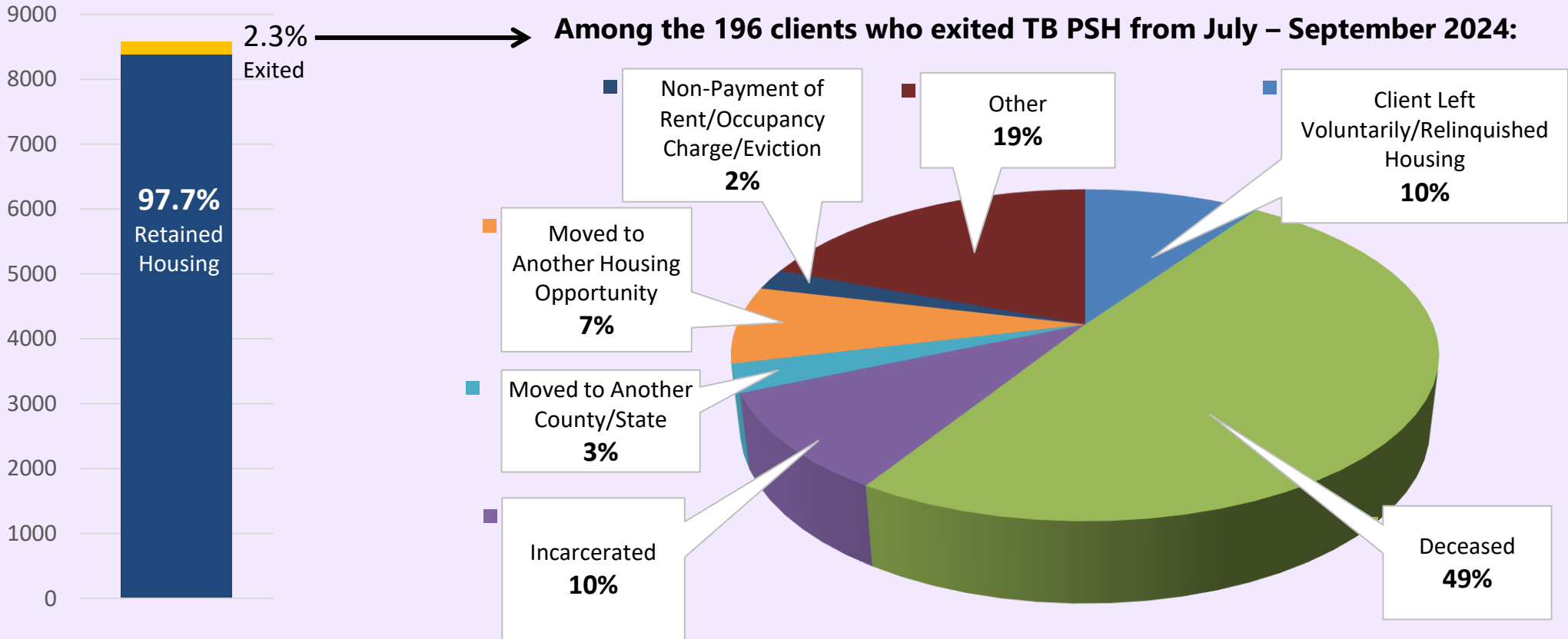


*Based on Available Data

Housing Beds/Units

Tenant-Based Permanent Supportive Housing

HFH Tenant-Based PSH Household Outcomes

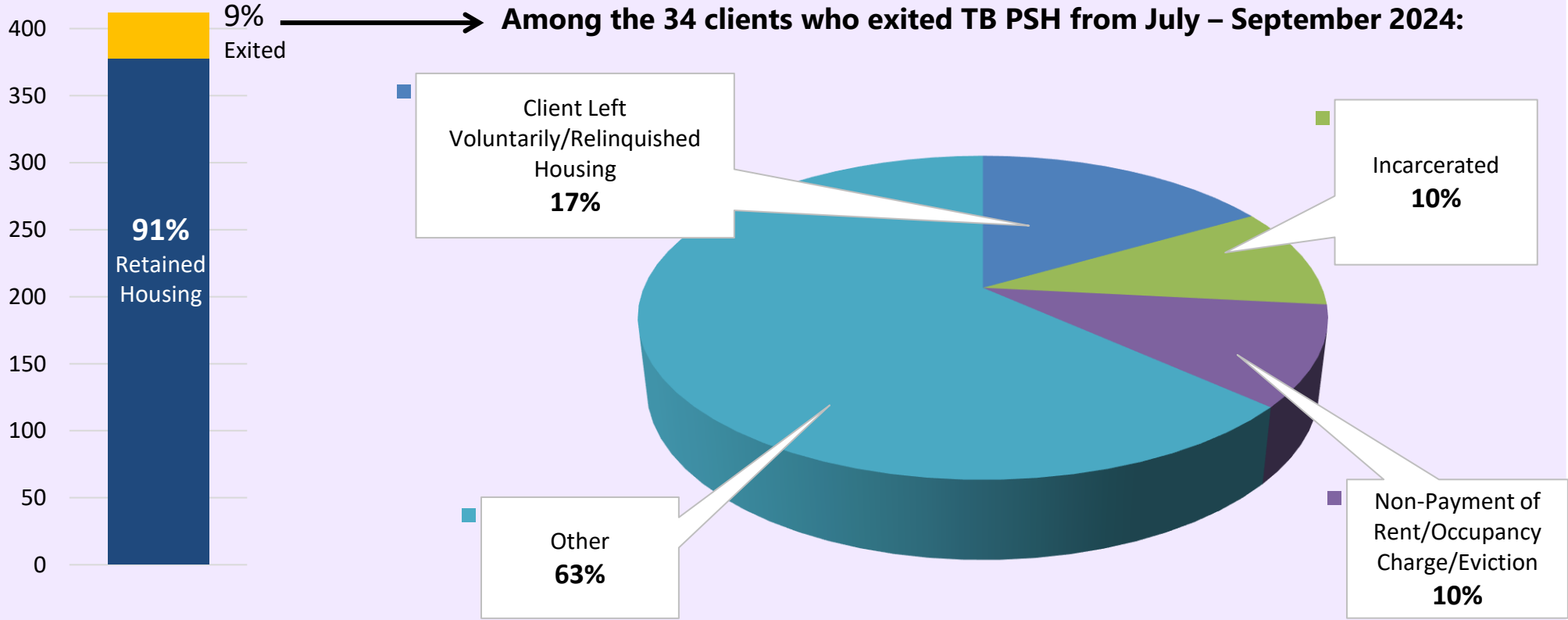


3.b.-Where DHS Clients Went Upon Discharge in July-Sept 2024 by LOC

Housing Beds/Units

Tenant-Based Permanent Supportive Housing

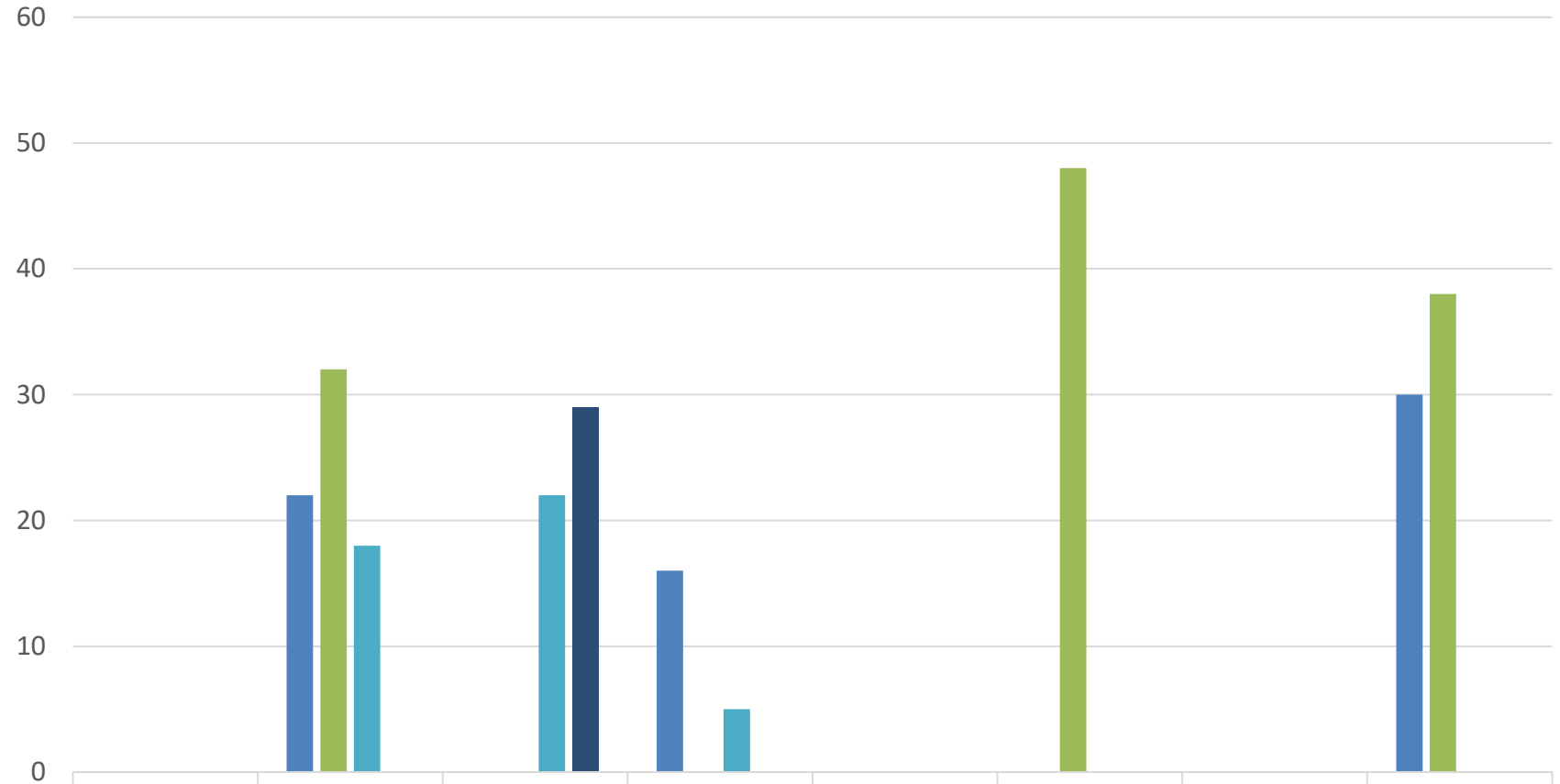
ODR Tenant-Based PSH Household Outcomes



*Based on Available Data

4-DHS Bed Distribution by Level of Care (July-Sept 2024)

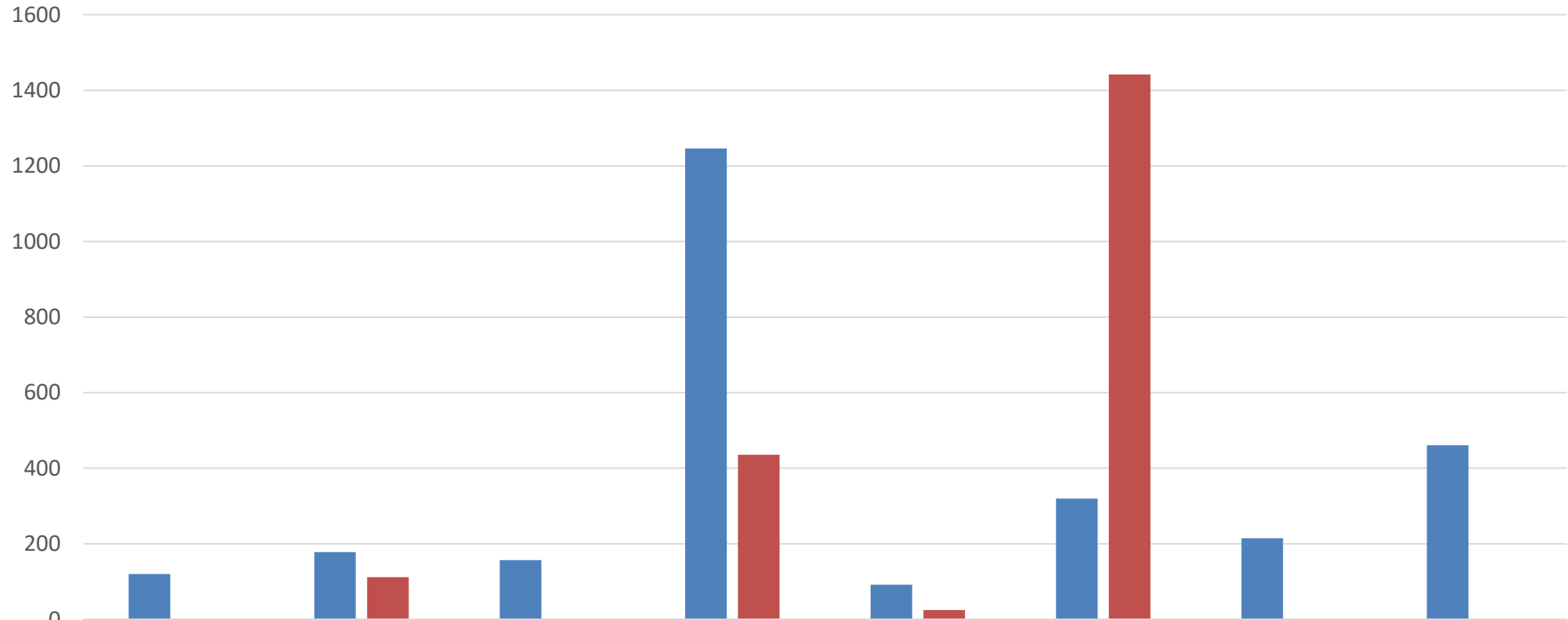
DHS and ODR Treatment Beds/Operating Capacity Locations by SPA



	SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8
DHS Psych Emergency Services Operating Capacity	0	22	0	16	0	0	0	30
DHS Acute Inpatient Psych Beds	0	32	0	0	0	48	0	38
ODR Acute Inpatient Psych Beds	0	18	22	5	0	0	0	0
ODR Subacute Beds	0	0	29	0	0	0	0	0

4-DHS Bed Distribution by Level of Care (July-Sept 2024)

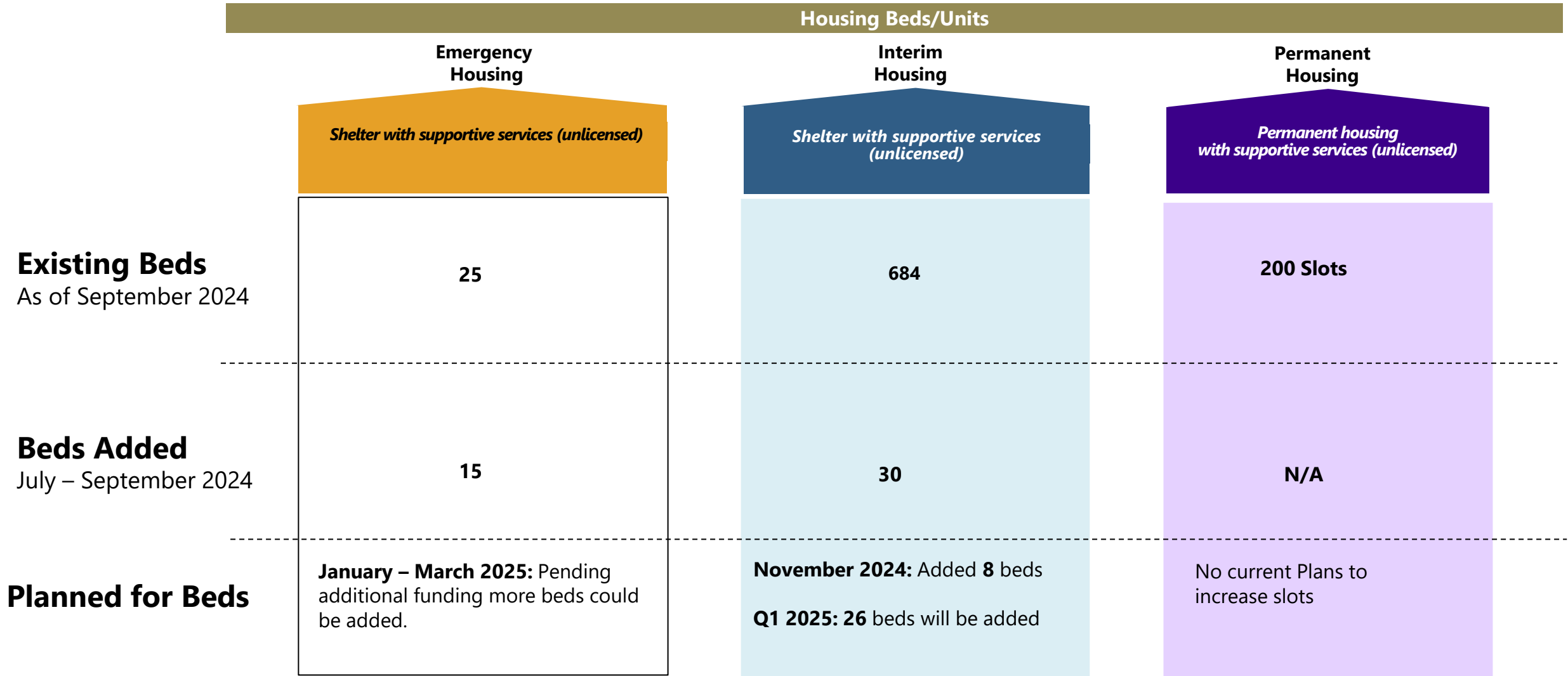
HFH and ODR Interim Housing Bed Locations by SPA



	SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8
HFH IH Beds	120	178	157	1246	92	320	215	461
ODR IH Beds	0	112	0	436	25	1442	0	0

Justice Care & Opportunities Department

Justice, Care and Opportunities Department Beds: Available, Net Growth & In Development



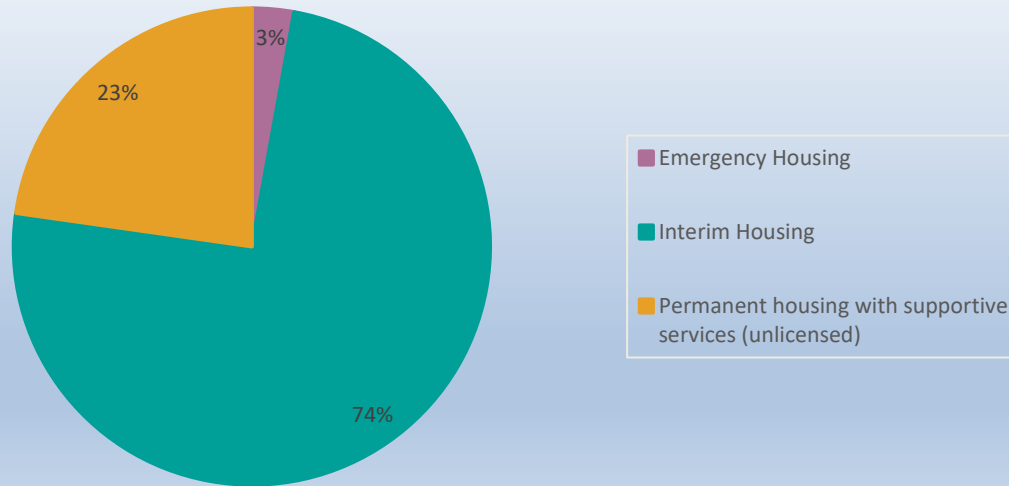
JCOD Bed Capacity by Housing Type

Housing Beds/Units

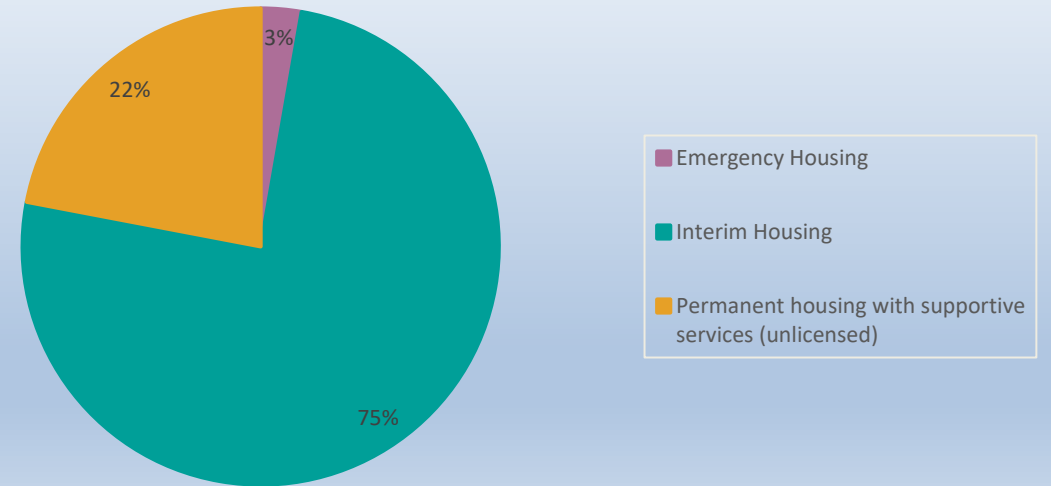
All Housing Types

Interim Housing: Shelter with supportive services (unlicensed)
Permanent housing : with supportive services (unlicensed)
Emergency Housing

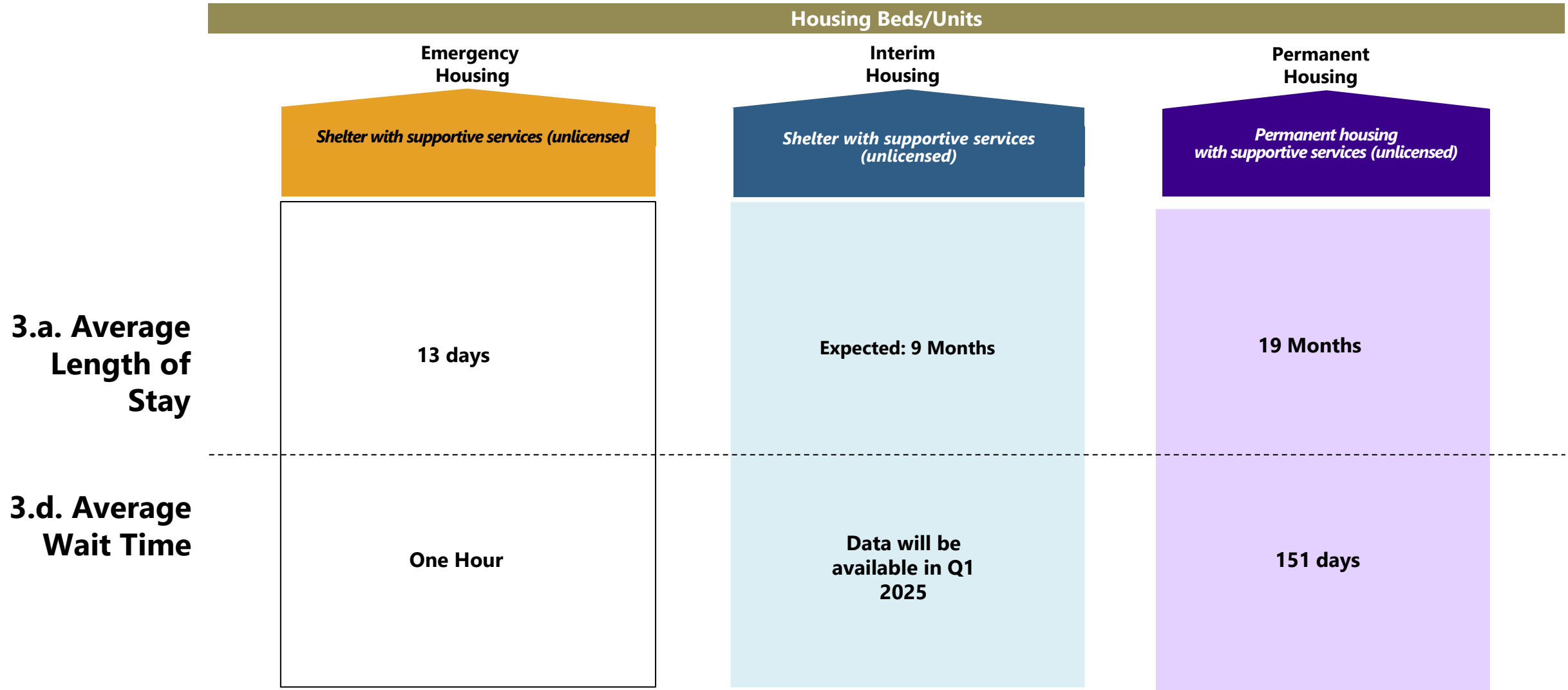
Bed Capacity: 7/1/24
(n = 879)



Bed Capacity: 9/30/24
(n = 909)

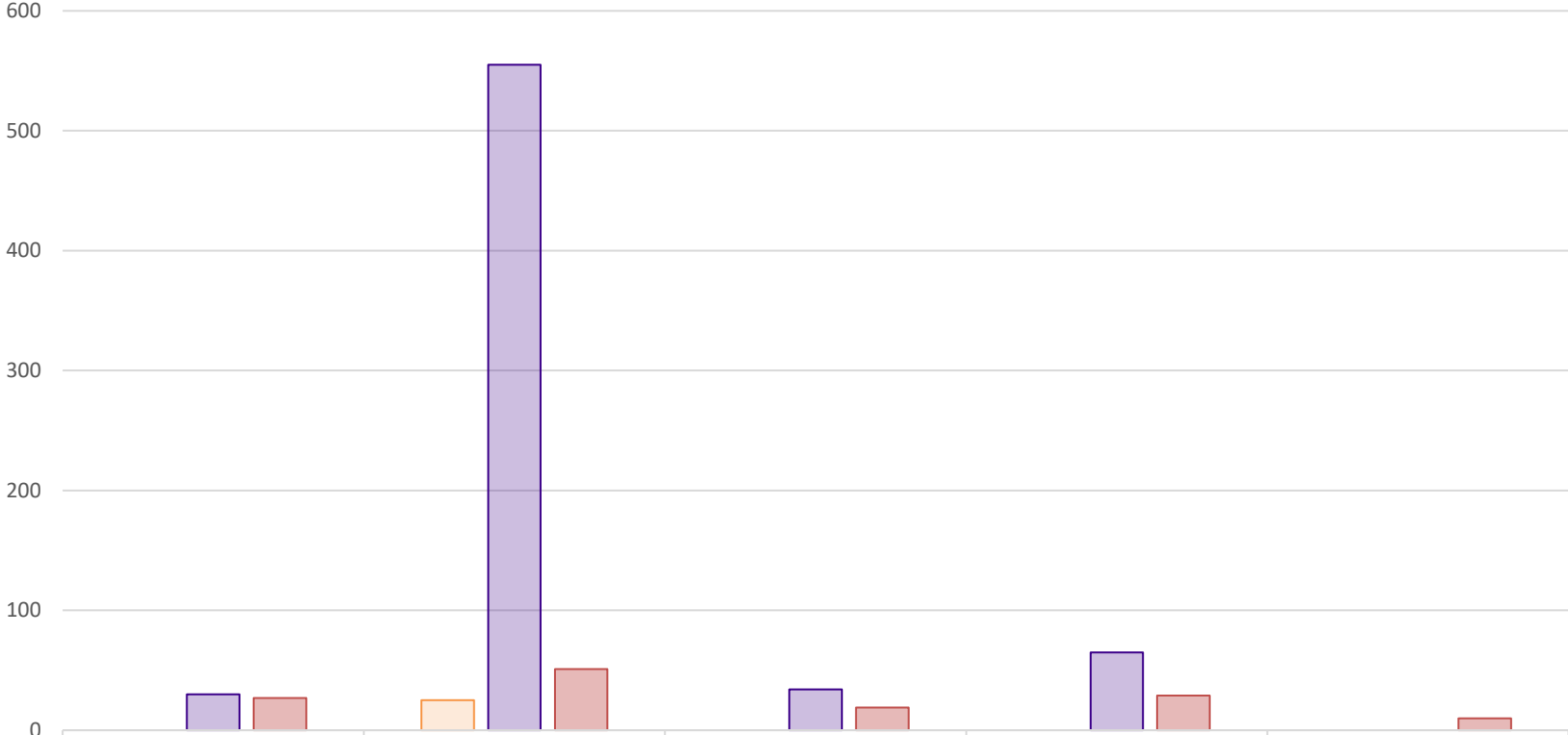


Justice, Care and Opportunities Department: Average Length of Stay & Average Wait Time in July-Sept 2024 by Housing Type



COD Bed Distribution by Level of Care (July-Sept 2024)

JCOD Bed Distribution by Supervisorial District



Emergency Housing	0	25	0	0	0
Interim Housing	30	555	34	65	0
Permanent housing with supportive services (unlicensed)	27	51	19	29	10

Emergency Housing Interim Housing Permanent housing with supportive services (unlicensed)

Homeless Initiative

HI Beds Available, Net Growth & In-Development

Consolidated Homeless Initiative-Funded Beds

Current, In the Pipeline, and Costs/Funding

		Housing type	Target Population	Current Existing	Net Growth	Funded – In Development	Historical Rate per Bed per Day ¹	Funding Sources ²
Housing Beds	Interim Housing		Individuals who need immediate housing, with varying levels of supportive services onsite	5,829	695	404	\$60-128	Measure H, HHAP, ARPA, NCC, HPI-HSF, Homekey
		Permanent Housing	Individuals who need permanent housing	5,462	1,715	2,918	\$16-78	Measure H, HHAP, Homekey/ARPA, HSP
	Total			11,291	2,410	3,322	\$16 -128	

1 This does not include all County-funded services provided to clients placed in these beds (e.g., outpatient services for clients in housing).

2 This is a representative but not exhaustive list of funding sources utilized.

3 Beds Net Growth represents bed difference between funded beds FY23-24 to FY24-25

See Appendix at end for explanation of funding acronyms

Homeless Initiative Funded Permanent Housing Beds



Permanent Housing Beds										
	Current Existing	Funded – In Development	Historical Rate per Bed per Day**	Target Population	# of beds end FY 23-24	# of beds FY 24-25	Average Length of Stay	New Enrollments 7/1/24-9/30/24	Average Wait Time	Exit Totals, 7/1/24-9/30/24
LAHSA TLS	3,938	524	\$66-\$78	ALL populations	4,653	4,462	223 days	392	24 days*	183 exits
DPSS GR TLS	1,149	541	\$15.62 per day	Single Adults	682	1,690	--*	497	21 days	164 exits
PROJECT HOMEKEY*	226	1,222	\$17-\$20	All populations	205	709	--	20	N/A	6 exits
CITY, COG, COC TLS*	149	227	\$16-\$70	All populations	130	376	533 days	13	69 days	64 exits

*Average Wait Time for LAHSA TLS reflects Adult System as the metric is managed within the Homeless Management Information System. Other populations are managed at the provider level.

*Project Homekey PSH sites have not been open long enough for a reliable "average length of stay" metric and will be included in DHS metrics

*DPSS reported they do not track data for Average Length of Stay

*Cities, CoGs, CoC data related to Average Wait Time and Length of Stay reflect overall averages of tracked data and vary among the funders

Homeless Initiative Funded Interim Housing Beds



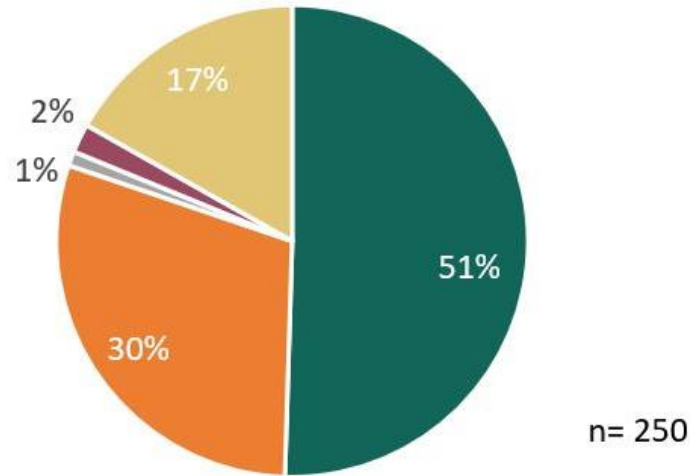
Interim Housing Beds										
	Current Existing	Funded – In Development	Historical Rate per Bed per Day**	Target Population	# of beds end FY 23-24	# of beds FY 24-25	Length of Stay	New Enrollments 7/1/24-9/30/24	Average Wait Time	Exit Totals 7/1/24-9/30/24
LAHSA	4,200	26	\$30-\$99	All populations	4,017	4,226	156 days	3,544	220 days	3,350
PROJECT HOMEKEY*	1,135	279	\$80-\$110	All populations	1,076	1,414	--	--	--	--
CITY, COG, COC	494	99	\$60-\$128	All populations	445	593	156 days	38	100 days	54

*Project Homekey data are a subset of overall LAHSA Interim Housing units. Current existing are beds developed under Homekey 2. The beds in development are connected to Homekey 3 and a project in El Monte for 91 units

HOMELESS INITIATIVE FUNDED LAHSA EXIT DESTINATIONS (July-Sept 2024)*

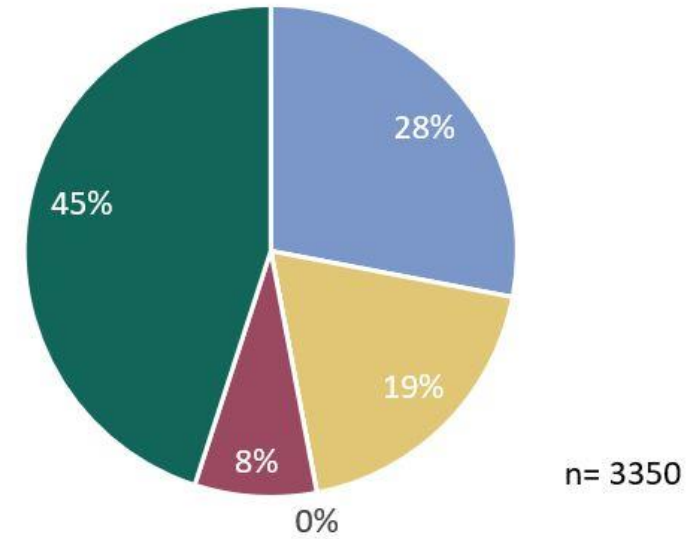


LAHSA TLS Q1 FY24-25



- Permanent Situation
- Temporary Situation
- Deceased
- Place Not Meant for Habitation
- Unknown

LAHSA IH Q1 FY24-25



- Permanent Situation
- Temporary Situation
- Deceased
- Place Not Meant for Habitation
- Unknown

*LAHSA TLS and LAHSA IH exit data used due to consistency with HMIS program data

5- Challenges & Opportunities

Challenges

Infrastructure Capacity (Capital)

- Funding
 - BHCIP R6 canceled, BHBH reductions at the State level, BHSA funding shifts, future shortfall of Realignment dollars to meet the growing need of IMD excluded facility placements,
 - Increased demand without additional funding (such as SB43, ODR bed expansion)
 - Lack of funding sources for operations and capital (e.g., PSH pipeline)
- Zoning and other barriers to IH sites in areas outside of LA City or Unincorporated LA County limiting geographic distribution of DHS IH sites
- Construction costs and delays in building or rehabilitating various types of housing and treatment beds
- Project-based PSH operators reporting increased operational costs (e.g., insurance) that threaten operational viability
- Resistance to housing justice-impacted individuals by some property owners/property management entities.



Challenges

Network Capacity

- State pressure resulting in competition among counties for a limited provider pool
- Limitations due to insufficient rate structures and competition with providers who can offer higher rates
- Consequences of insufficient network capacity (e.g., longer lengths of stay, lack of throughput, provider limitations, etc.)
- Stretched IH provider capacity driven by rapid IH expansion through encampment resolution efforts
- Workforce challenges – both inside the County and within community organizations

Industry Shifts

- CalAIM has precipitated shifts in the industry and business models – The demand for services is clear and the supply has to catch up (statewide)
- There is a disconnect between business owners and their operators who run facilities. This lack of alignment with current practices creates barriers to successfully implementing contracts and adding new providers.
- Some providers need support with the shifts in the industry and business models. Addressing training, rates, transitions to different levels of care, etc. are options to bring providers along.



Opportunities

Capacity

- **Cross-departmental County collaboration**
 - BHCIP, BHA, SB43 are examples of County departments coordinating to maximize bed capacity
 - General network expansion (e.g., ODR and DMH sharing rate and contract terms for their shared pool of providers to avoid competition)
 - Interim Housing bed rate alignment among LAHSA, DHS, DMH and City of Los Angeles
 - Interim Housing and Intensive Case Management Services rate increases in July 2024
 - Identification of opportunities to enhance pathways for justice-involved individuals to access housing funded by County Departments.
- **Workforce Challenges**
 - Continue to work on the recommendations from the Healthcare Hiring Board Motion
 - Emergency Authority for homelessness
- **Funding**
 - Permanent Supportive Housing (Prop 1 Bond Money, Use of MESA funds for local rental subsidies)
 - Behavioral Health Bridge Housing to expand short-to-mid-term housing resources
 - Bond BHCIP Round 1 and 2 grant funds
 - ODR Housing requires funding to continue to expand PSH starting in FY 2025-2026
 - Community Supports – potential opportunities with transitional rent payments and short-term post-hospitalization housing

Industry Shifts

- Continue with County stakeholder engagement via SB43, BHCIP, Prop 1
- Strong demand from PSH providers to participate in an open procurement for PSH rental units through the Flexible Housing Subsidy Pool -> increased number of rental units



Questions?



Appendices

Appendix: Acronyms Used In This Presentation

Funding Acronyms

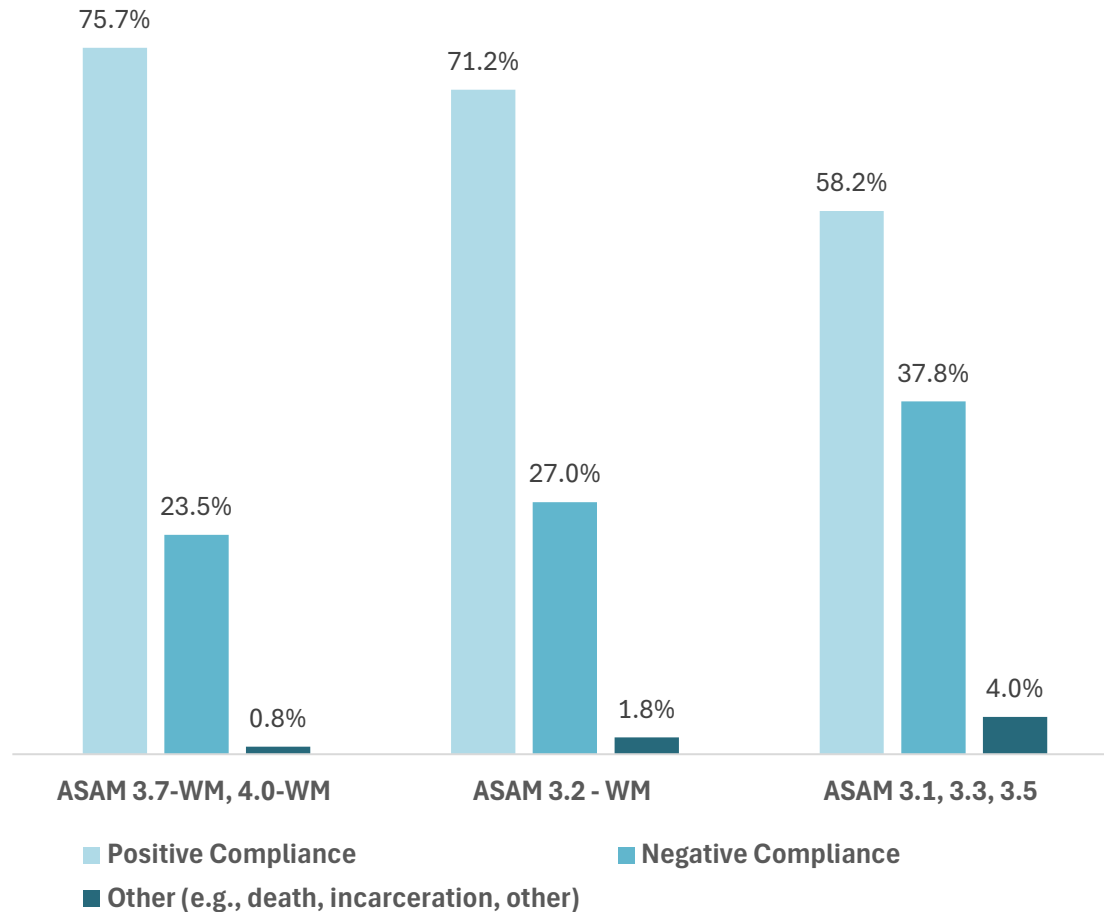
ACR	Alternative Crisis Response
ARPA	American Rescue Plan Act
BHBH	Behavioral Health Bridge Housing
BHCIP	Behavioral Health Continuum Infrastructure Program
BHSA	Behavioral Health Services Act
CCE	Community Care Expansion
DHSP	Division of HIV and STD Programs
DMC	Drug Medi-Cal
DSH	Disproportionate Share Hospital payments
EPSD	Early Period Screening Detection
FFP	Federal Financial Participation
HDAP	Housing and Disability Advocacy Program
HHAP	Homeless Housing, Assistance and Prevention Grant
HHC	Housing and Homelessness Committee
HHIP	Housing and Homelessness Incentive Program
MC	Managed Care
MHSA	Mental Health Services Act
SABG	Substance Abuse Prevention and Treatment Block Grant
SAMHSA	Substance Abuse and Mental Health Services Administration
SGF	State General Fund

Other Acronyms

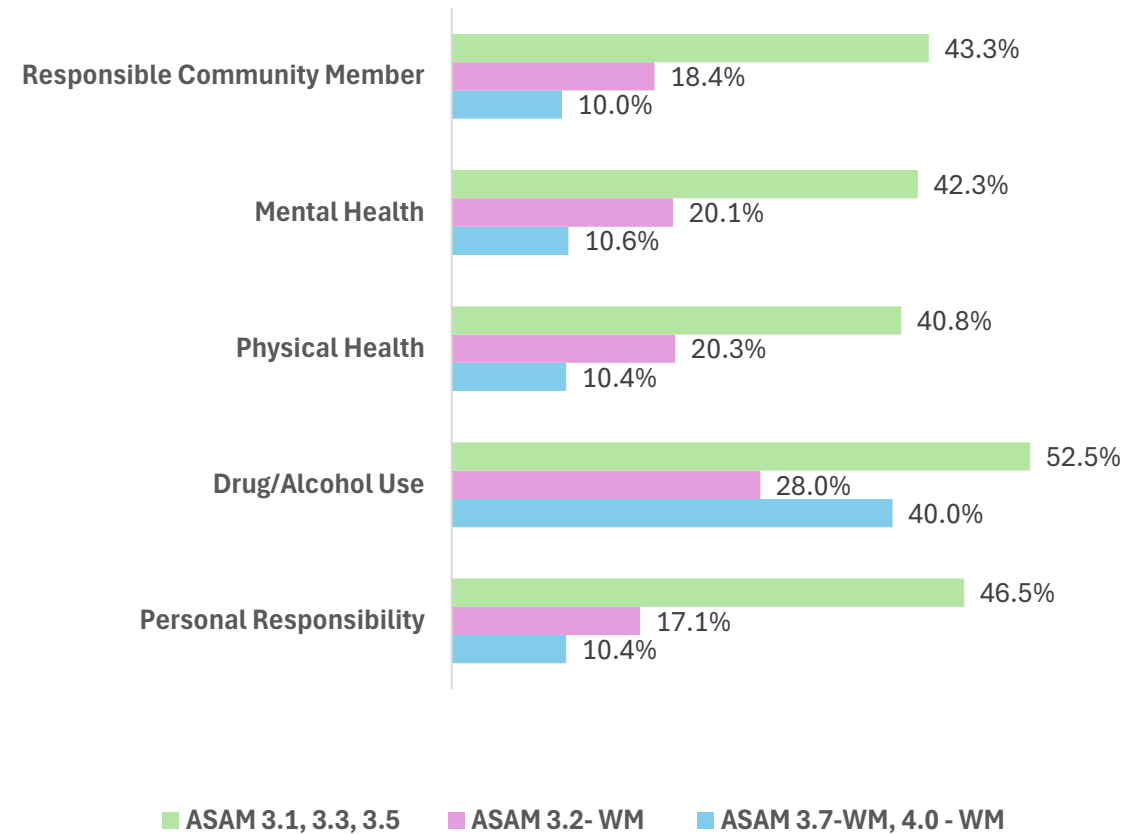
ALOS	Average Length of Stay
BHAI	Behavioral Health Administrative Integration
FFS	Fee For Service
DTO	Danger to Others
DTS	Danger to Self
IMD	Institutions for Mental Disease
PHF	Psychiatric Health Facility
SD	Short Doyle
SMI	Severely Mentally Ill
TAY	Transitional Age Youth

Treatment Compliance & Treatment Effectiveness Assessment by Bed Type (Q1, FY24-25)

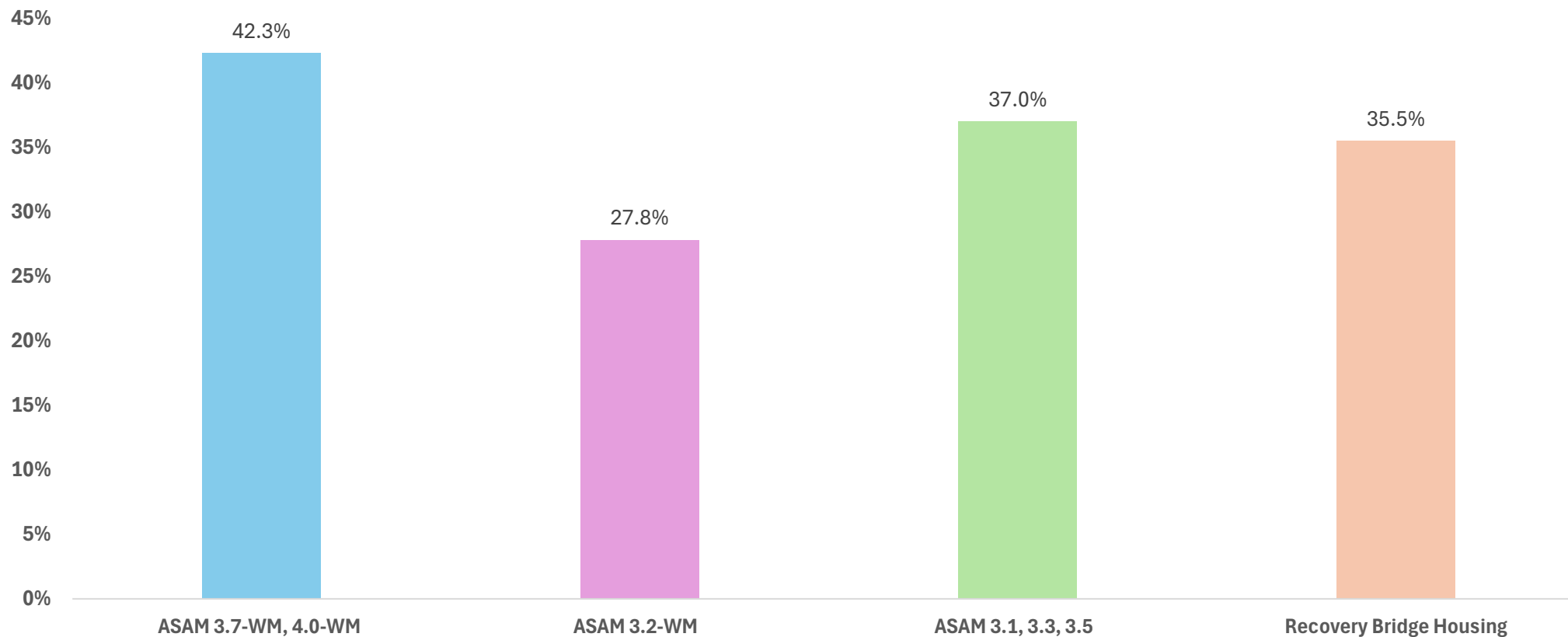
Treatment Compliance by Bed Type



Treatment Effectiveness Assessment (TEA):
Percent of Patients who Reported Improvement at Discharge



Percent of Patients Homeless at Admission Who Found Stable/Permanent Housing at Discharge by Bed Type (Q1, FY24-25)



Data Source: Los Angeles County Participant Reporting System (LACPRS)/California Outcome Measurement System (CalOMS);
Stable/Permanent Housing: based on the self-reported information.

Appendix: DMH Distribution of Contract Provider Beds & Beds In Development

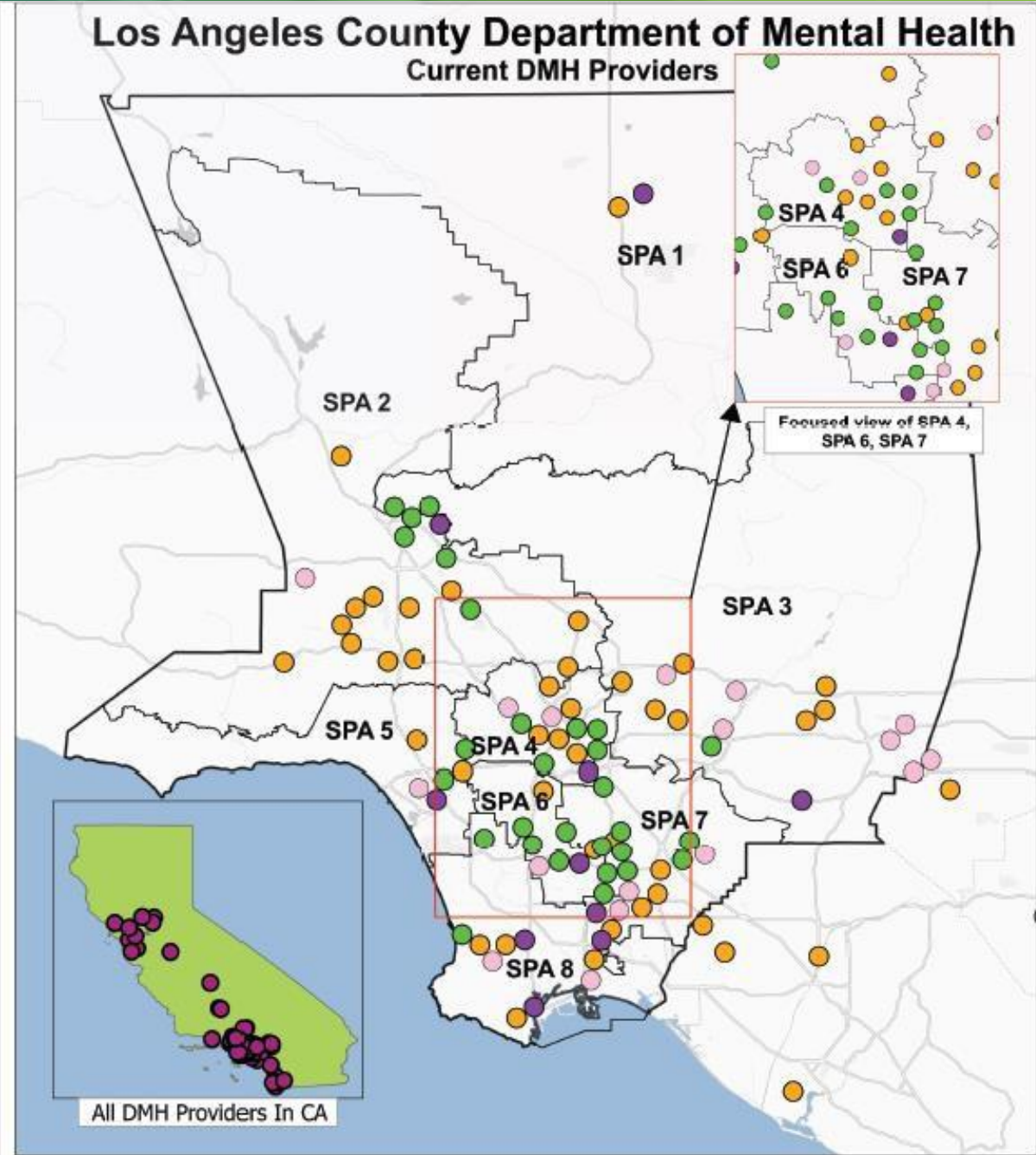


Location of DMH Service Providers by Type

Legend

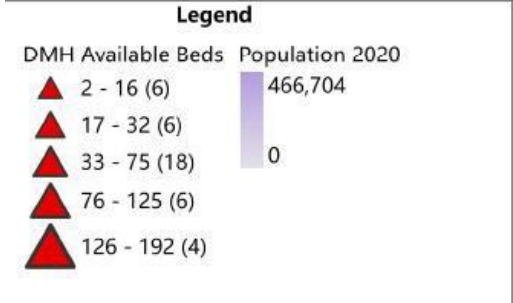
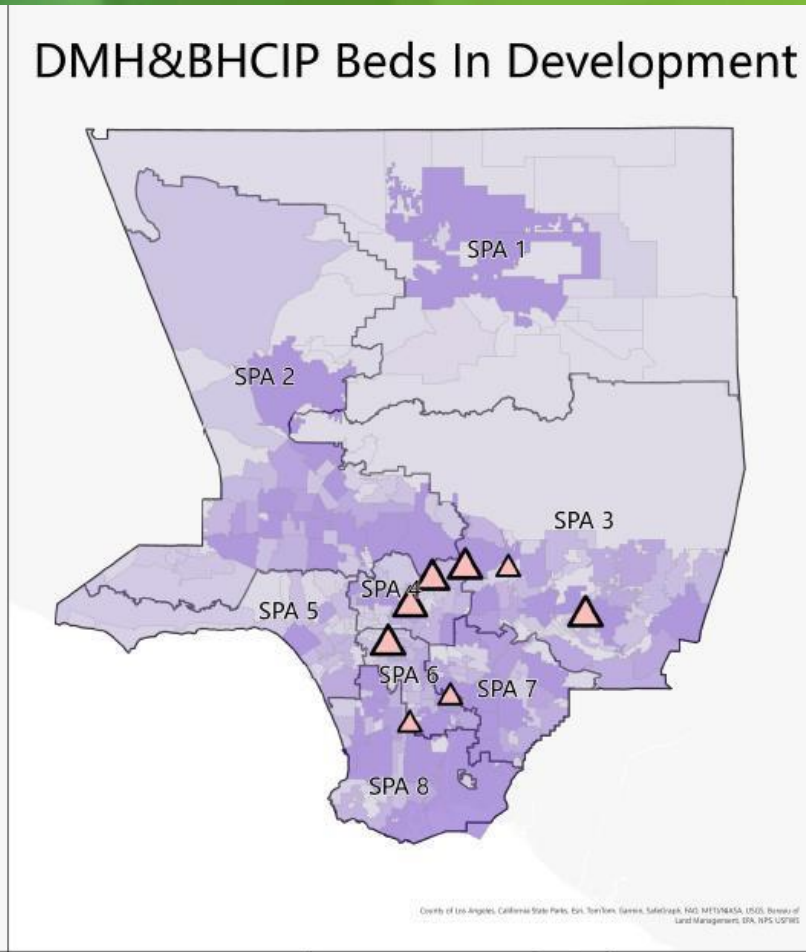
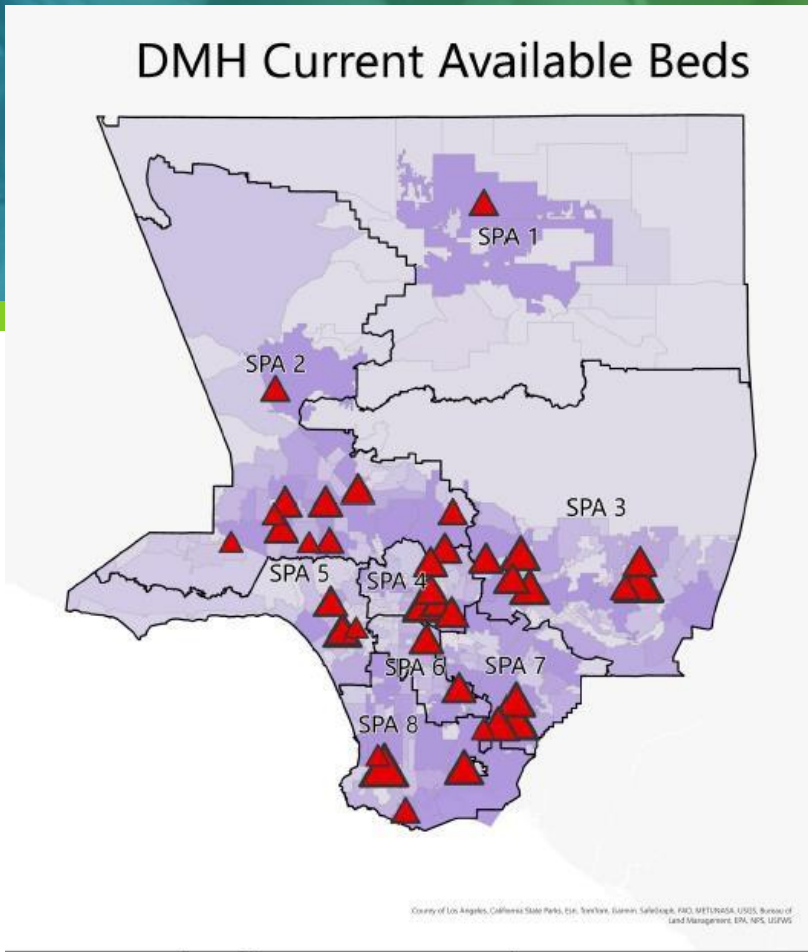
Level of Care

- Acute Inpatient
- Crisis Resolution & Triage
- Crisis/Extended Residential
- Subacute





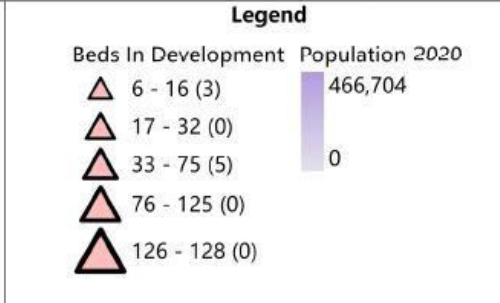
DMH Acute Inpatient Beds Available + In Development



Acute Level Of Care Map

Date Exported: 08/19/2024
Created By: otambazidis@dmh.lacounty.gov

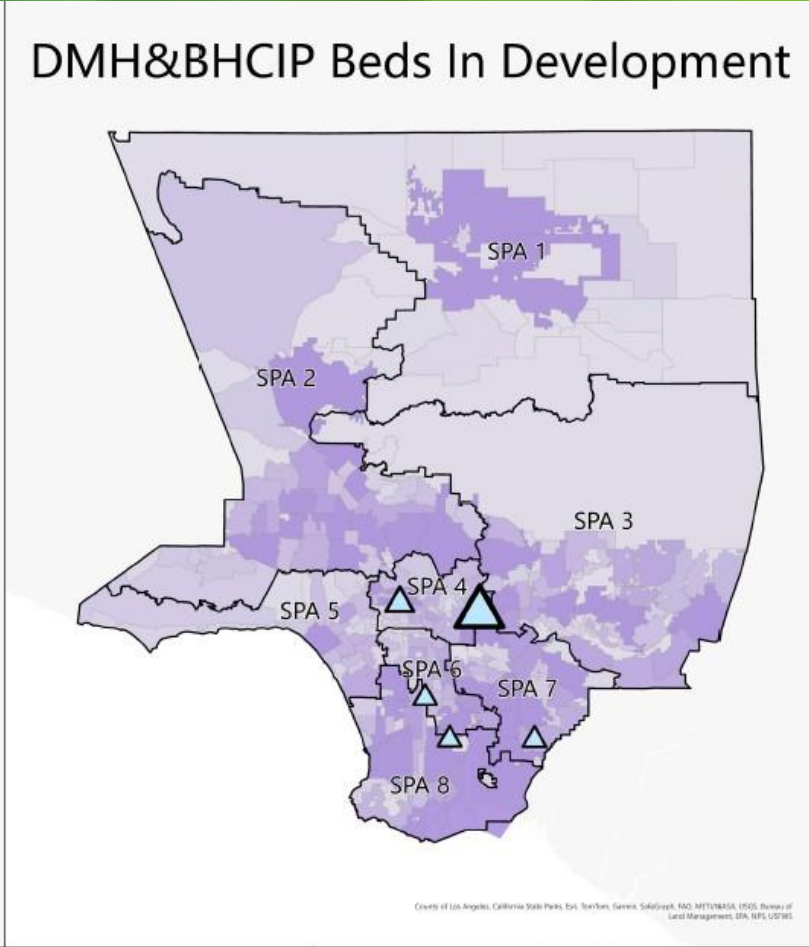
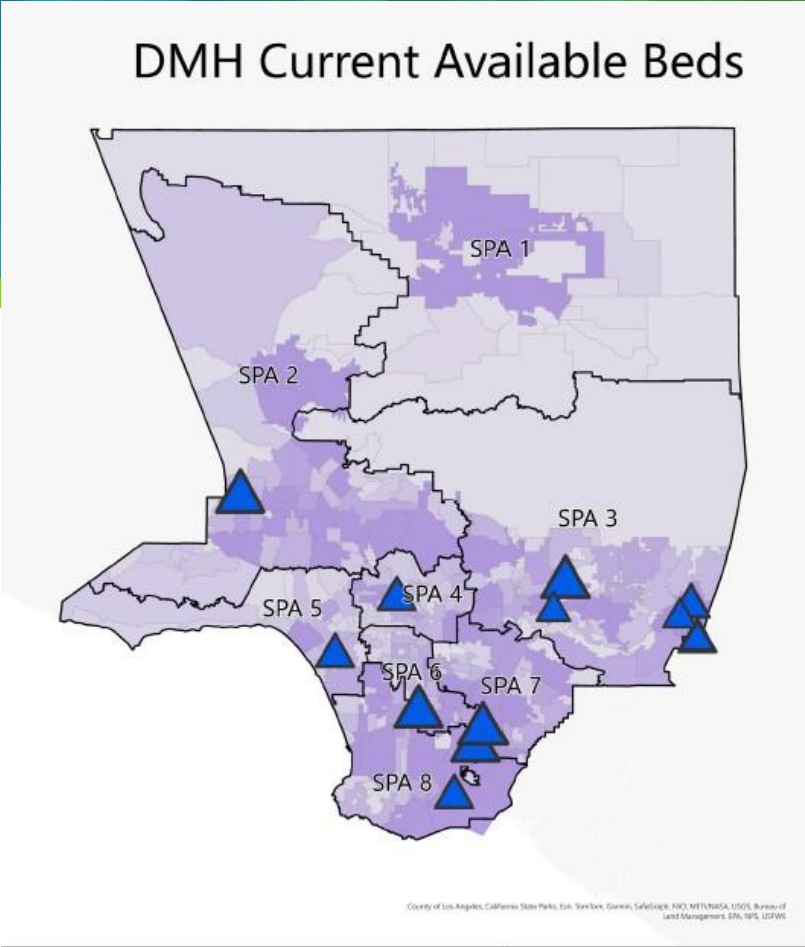
LOS ANGELES COUNTY
DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.



In development providers are based on bed projects that are in process. Some projects may change or may not come to fruition so this map may be revised.
Author: otambazidis@dmh.lacounty.gov; printed: 8/5/24; Data date: July 2024

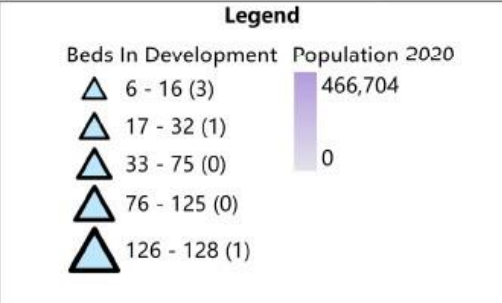


DMH Subacute Beds Available + In Development



Subacute Level Of Care Map

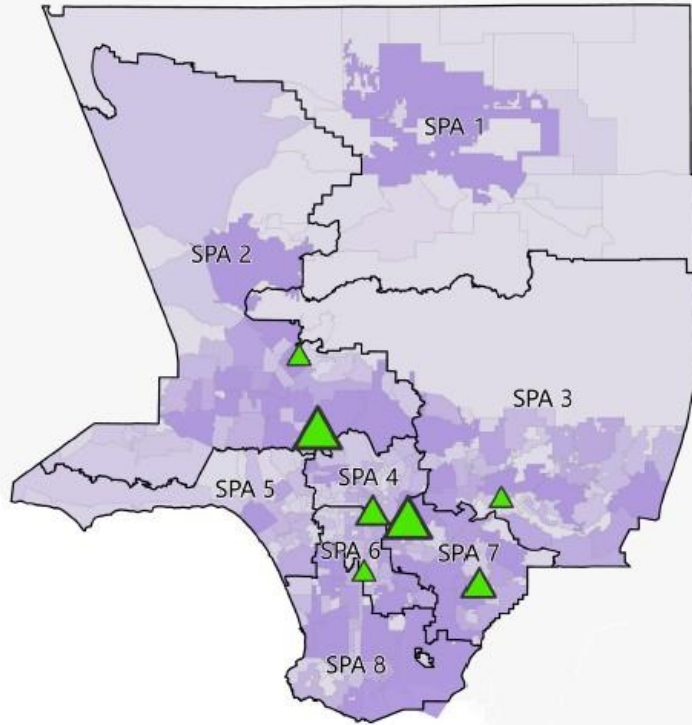
Date Created: 08/19/2024
Created By: otambazidis@dmh.lacounty.gov





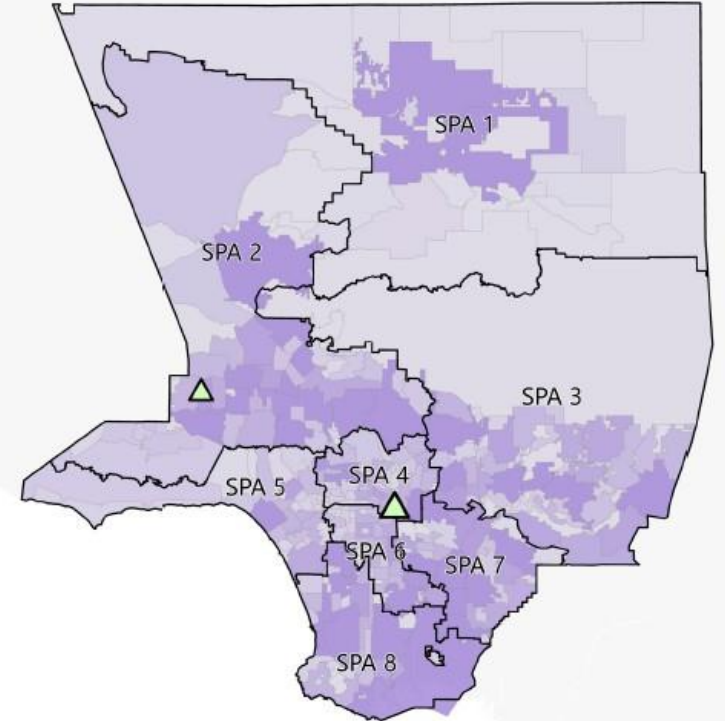
DMH ERS Beds Available + In Development

DMH Current Available Beds



County of Los Angeles, California State Parks, Inc., Tomlin, Corwin, Salsburgh, MO, METENASA, USGS, Bureau of Land Management, EPA, NPS, USFWS

DMH&BHCIP Beds In Development



County of Los Angeles, California State Parks, Inc., Tomlin, Corwin, Salsburgh, MO, METENASA, USGS, Bureau of Land Management, EPA, NPS, USFWS

Legend

DMH Available Beds	Population 2020
▲ 2 - 16 (3)	466,704
▲ 17 - 32 (0)	0
▲ 33 - 75 (2)	
▲ 76 - 125 (0)	
▲ 126 - 192 (2)	

Enriched Residential Services Level Of Care Map

Date Created: 08/19/2024
Created By: otambazidis@dmh.lacounty.gov



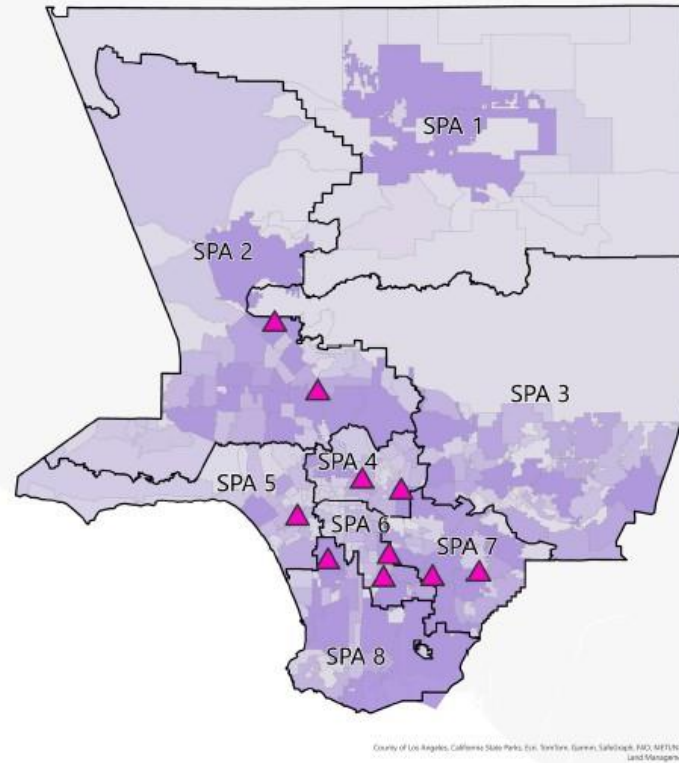
Legend

Beds In Development	Population 2020
▲ 6 - 16 (1)	466,704
▲ 17 - 32 (1)	0
▲ 33 - 75 (0)	
▲ 76 - 125 (0)	
▲ 126 - 128 (0)	

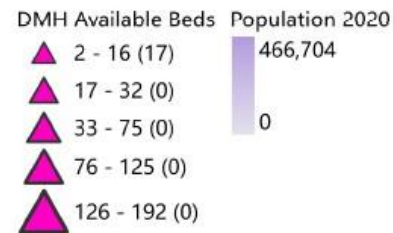


DMH CRTP Beds Available + In Development

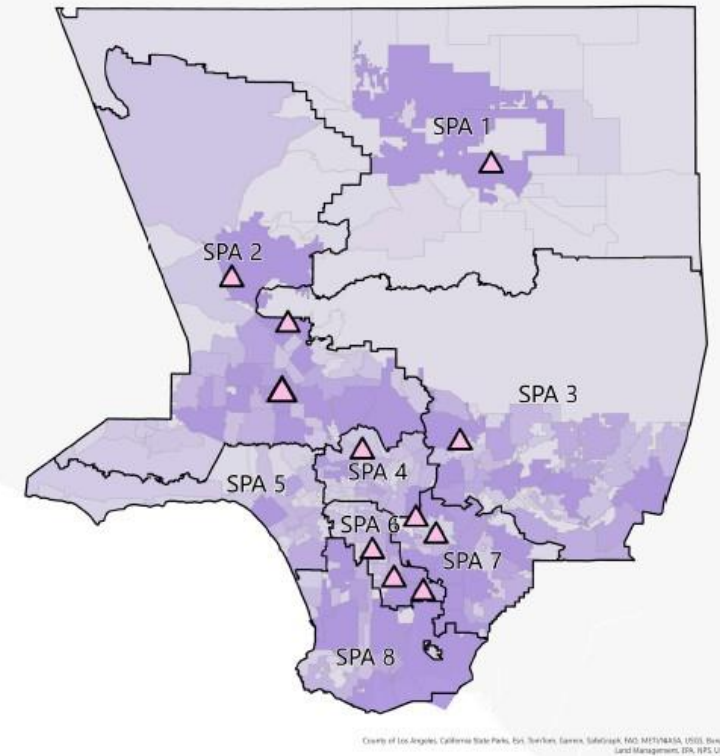
DMH Current Available Beds



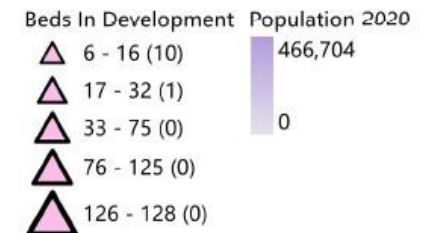
Legend



DMH&BHCIP Beds In Development



Legend



Crisis Residential Treatment Program Level Of Care Map

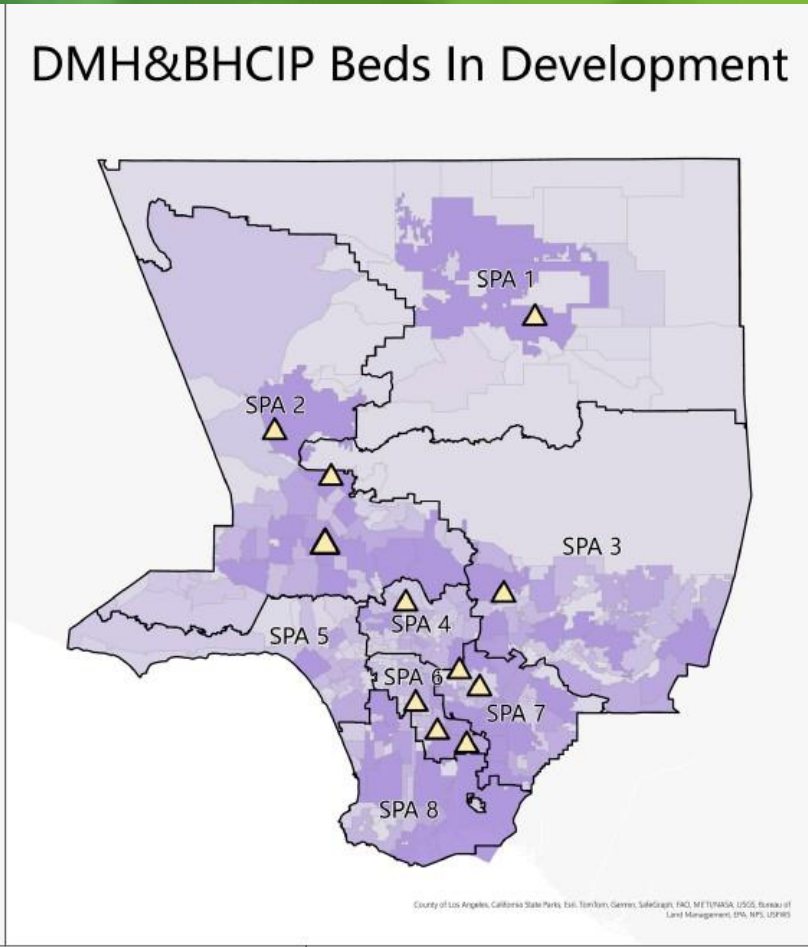
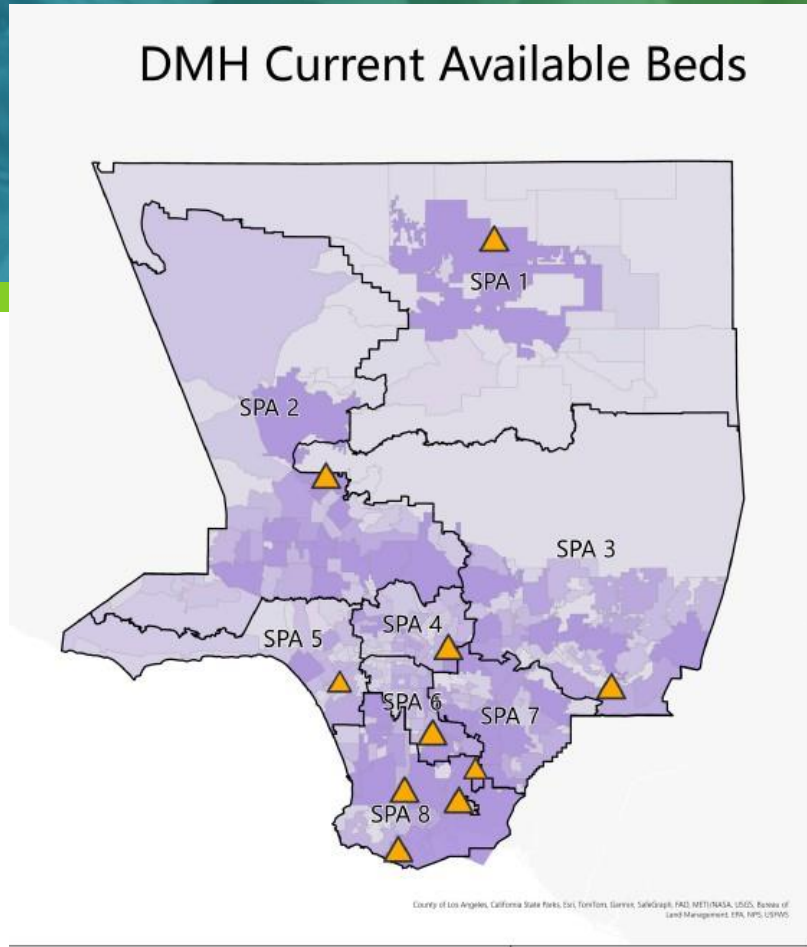
Date Created: 08/19/2024

Created By: otambazidis@dmh.lacounty.gov



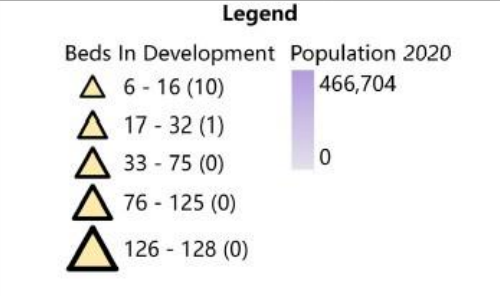


DMH UCC Chairs Available + In Development



Crisis Resolution & Triage Level Of Care Map

Date Created: 08/19/2024
Created By: otambazidis@dmh.lacounty.gov



In development providers are based on bed projects that are in process. Some projects may change or may not come to fruition so this map may be revised.

Author: otambazidis@dmh.lacounty.gov; printed: 8/5/24; Data date: July 2024

Appendix: Locations and Projected Needs of DPH-SAPC Beds & Services

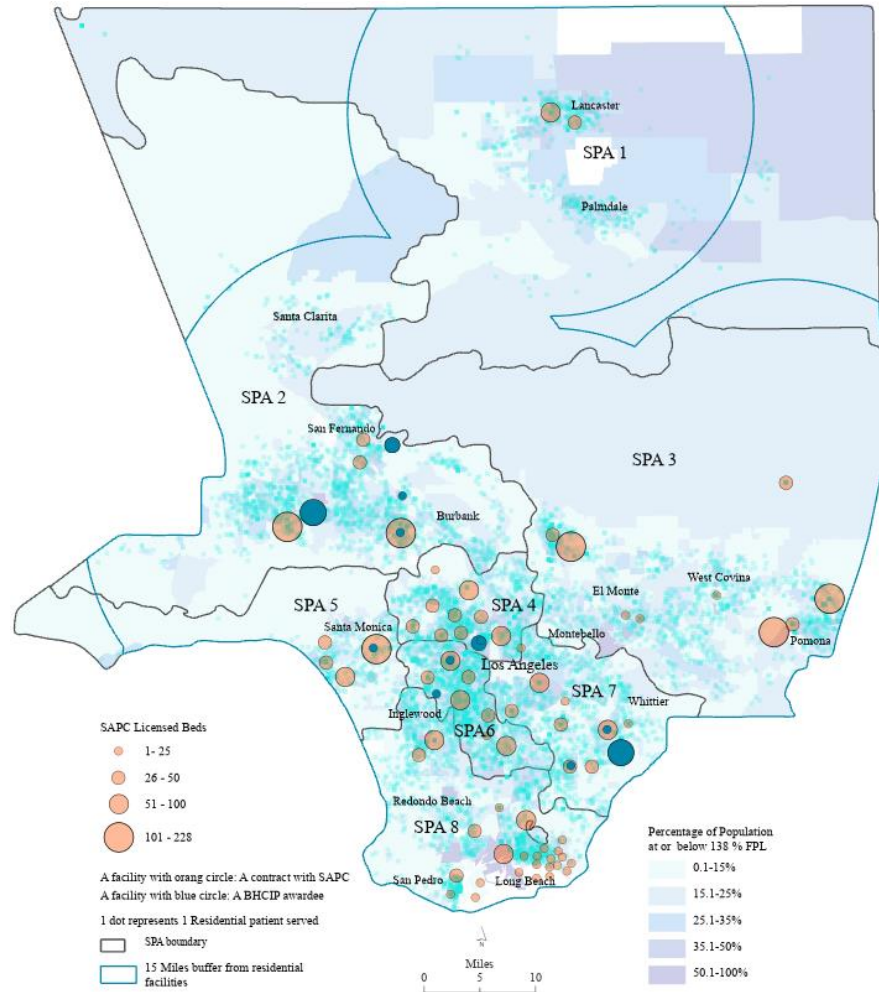
►► FY24-25 Projected Residential SUD Utilization and Needs Assessment

(assuming 15% vacancy rates of available days/year and 80% access to contracted bed capacity)

	LAC Overall (12+)	Youth (12-17)	Adult 18+	SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	Out of County
# of Beds Needed	2,311	13	2,298	123	385	367	303	93	327	272	418	24
Total SAPC-funded Beds	2,635	13	2,622	206	253	488	344	197	372	286	421	68
Total SAPC-funded beds available for SAPC clients	2,108	13	2,095	165	202	390	275	158	298	229	337	54
Additional Beds Needed	203	0	203	(42)	183	(23)	28	(65)	29	43	81	(30)
Additional Licensed Beds Available ¹⁰	787	17	770	2	74	146	143	72	43	41	74	N/A

Residential SUD – Max Capacity, Clients Served, & Projected Needs

(assuming 15% vacancy rates of available days/year and 80% access to contracted bed capacity)

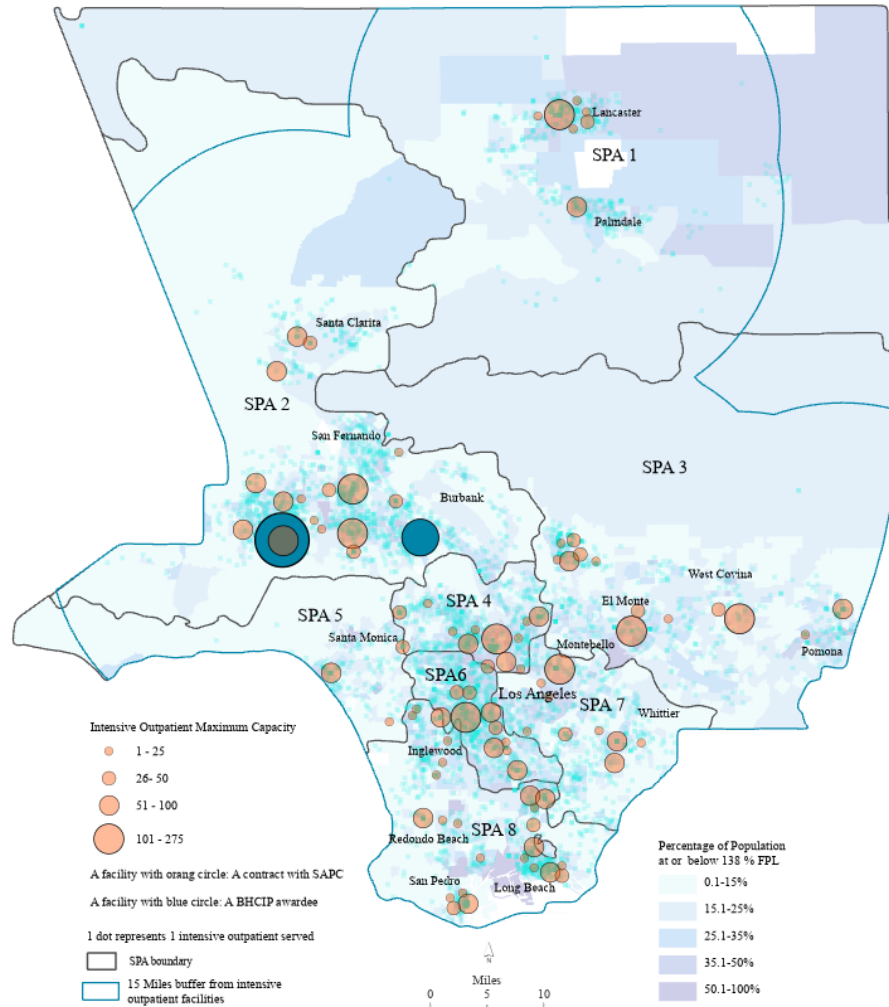


Projected Residential SUD Needs

- SPA 2: 184 beds
- SPA 4: 29 beds
- SPA 6: 30 beds
- SPA 7: 46 beds
- SPA 8: 87 beds
 - Particular needs:
 - Residential Withdrawal Management
 - Residential settings with Incidental Medical Services (IMS) approvals that offer MAT directly
 - Residential SUD settings with co-occurring capabilities

▶▶ Intensive Outpatient (IOP) SUD – Max Capacity, Clients Served, & Projected Needs

(assuming 15% vacancy rate of available days/year)

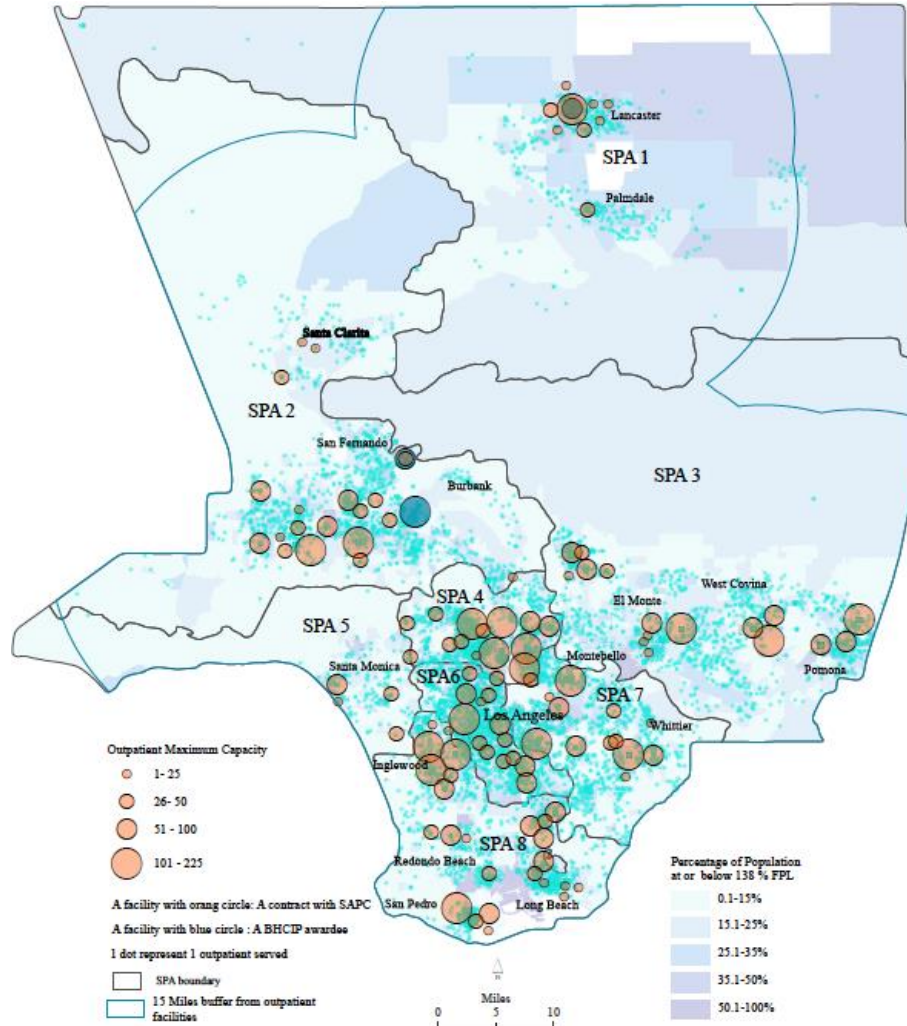


Projected IOP Needs

- SPA 5: 26 slots
 - Overall, LA County IOP capacity is projected to be sufficient, but additional slots in SPA 5 are recommended given utilization patterns
- Particular needs:
 - IOP settings with co-occurring capabilities and that offer MAT directly

▶▶ Outpatient (OP) SUD – Max Capacity, Clients Served, & Projected Needs

(assuming 15% vacancy rate of available days/year)

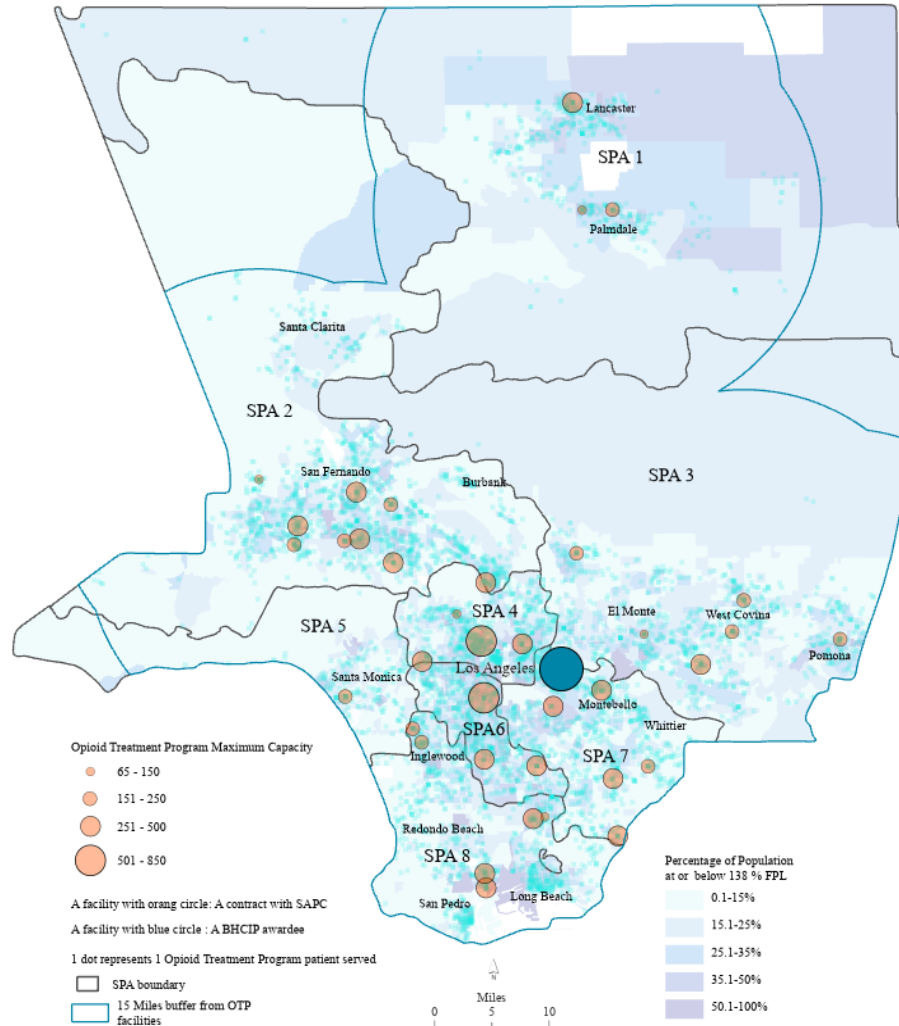


Projected OP Needs

- SPA 6: 40 slots
 - Overall, LA County OP capacity is projected to be sufficient, but additional slots in SPA 6 are recommended given utilization patterns
 - Particular needs:
 - OP Withdrawal Management
 - OP settings with co-occurring capabilities and that offer MAT directly

▶▶ Opioid Treatment Program (OTP) – Max Capacity, Clients Served, & Projected Needs

(assuming 15% vacancy rates of available days/year and 4 clients served per slot/day)



Projected OTP Needs

- Overall, LA County OTP capacity is projected to be sufficient.
 - However, OTPs that meaningfully offer buprenorphine are a value-add.

▶▶ Recovery-Oriented Housing – Projected Needs

Behavioral Health Bridge Housing and opioid settlement funds are supporting the expansion of Recovery Bridge Housing (RBH) and Recovery Housing beds.

- **RBH – 200 beds added in FY23-24, with another 200 anticipated to be added in FY 24-25**
- **Recovery Housing – 150 beds to be added by FY 24-25**

Projected RBH Needs

- SPA 1: 18 beds
- SPA 2: 30 beds
- SPA 4: 74 beds
- SPA 5: 16 beds
- SPA 6: 62 beds

Recovery Housing Needs

- TBD (new option)