



# Board of Supervisors Health and Mental Health Cluster Agenda Review Meeting

**DATE:** May 28, 2025

**TIME:** 9:30 a.m. – 11:30 a.m.

**MEETING CHAIR:** Tyler Cash, 5<sup>th</sup> 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: 880 681 649# 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](mailto: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. **Board Motion(s):**

- a. **SD1** – Advocating for using the AIDS Drug Assistance Program Rebate Fund to Sustain County HIV Programs
- b. **SD1** – Enhancing Measles Vaccinations and Prevention Throughout the County

- c. **SD2** – Understanding the Department of Health Services’ Nonrenewal of Specialty Care Physician Contracts

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

- a. **DPW/DHS:** Olive View-UCLA Medical Center Central Sterile Equipment Replacement– Approve project and budget, appropriation adjustment, and authorize Internal Services Department to proceed with the sole source acquisition of the Mobile Sterile Processing Trailer and sterilization equipment.
- b. **DPH:** Authorization to Accept and Implement a Forthcoming Award and Future Awards and/or Amendments from the Centers for Disease Control and Prevention for Strengthening Vaccine Preventable Disease Prevention and Response (#08179)  
Speaker(s): Andrea Kim (Director Vaccine Preventable Disease Control)
- c. **DPH:** Authorization to Accept and Implement Awards to Support Ending the HIV Epidemic; and to Amend/Extend Contracts Related to HIV Services as described in items c.1, c.2 and c.3. (This item will be presented in three Board Letters due to the Levine Act.)  
Speaker(s): Mario Perez (Director Division of HIV and STD)
  - 1. **DPH:** Authorization to Accept and Implement an Award and Future Awards and/or Amendments from the Health Resources and Services Administration to Support Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B; and Delegated Authority to Amend up to 74 HIV Care Services Contracts and Eight Promoting Health Care Engagement Among Vulnerable Target Populations Contracts (#08191)
  - 2. **DPH:** Delegated Authority to Amend Five HIV Care Services Contracts with AIDS Healthcare Foundation (#08211)
  - 3. **DPH:** Delegated Authority to Amend Five HIV CARE Services Contracts with Tarzana Treatment Centers, Inc. (#8210)
- d. **DMH:** Approval to Execute New and Extend the Term of Existing Contracts with Metropolitan and Patton State Hospitals to Provide Patient/Client Transportation Support Services

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

- V. Items not on the posted agenda for matters requiring immediate action because of an emergency situation, or where the need to take immediate action came to the attention of the Department subsequent to the posting of the agenda.
- VI. Public Comment
- VII. Adjournment

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE HEALTH AND MENTAL HEALTH SERVICES CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

**HEALTH\_AND\_MENTAL\_HEALTH\_SERVICES@CEO.LACOUNTY.GOV**

MOTION BY SUPERVISOR HILDA L. SOLIS

June 10, 2025

**Advocating for using the AIDS Drug Assistance Program Rebate Fund to Sustain County HIV Programs**

Los Angeles County shoulders the second largest HIV epidemic in the United States and continues to be disproportionately impacted by this public health crisis. At the end of 2023, approximately 58,000 individuals in the County were living with HIV, including an estimated 6,800 residents with undiagnosed HIV infection. Additionally, the County estimates that 1,400 new HIV infections occur each year. Gay and bisexual men of all racial/ethnic groups, transgender persons, persons with opiate and stimulant use disorder, persons experiencing homelessness and cis-gender women of color are sub-populations most disproportionately impacted by this epidemic. The HIV epidemic has had a devastating impact on gay and bisexual men, and transgender persons since it began in the 1980s, and has shaped the LGBTQ+ movement, particularly due to lives lost.

Since 1993, Los Angeles County has maintained a HIV prevention cooperative agreement (High Impact HIV Prevention and Surveillance (HIHPS)) with the federal Centers for Disease Control and Prevention (CDC) that includes the investment of critical resources to support prevention, testing, surveillance, linkage and other

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**Advocating for using the AIDS Drug Assistance Program Rebate Fund to Sustain County HIV Programs**

interventions. HIHPS is scheduled to end on May 31, 2025, and in a recent federal budget proposal, the CDC Division that maintains these cooperative agreements (the Division of HIV Prevention) was recommended for elimination, and more than 40% of senior staff recently experienced layoffs. As a complement to HIHPS and given the significant impact of HIV on Los Angeles County residents, our County is also one of 57 priority jurisdictions in the United States, that are part of the national Ending the HIV Epidemic (EHE) Initiative. The EHE initiative aims to reduce new HIV infections in the United States by 90% (compared to 2020 levels) by 2030 by focusing on preventing, diagnosing, treating, and responding to HIV outbreaks quickly.

Funding from the CDC's Division of HIV Prevention and more recently, the EHE initiative, have enabled Los Angeles County Department of Public Health (Public Health) to support the delivery of critical comprehensive HIV prevention services through more than three dozen local community-based partners to ensure broad geographic reach of culturally and linguistically appropriate services targeted to the sub-groups at elevated risk for HIV infection or transmission.

The President's recently released federal Fiscal Year 2026 Budget blueprint has no mention of HIV prevention funding, and a previously leaked draft of the President's "Skinny Budget" indicated that the Administration was planning to fully eliminate funding for certain HIV programs, including the Ending the HIV Epidemic Initiative and domestic HIV prevention programming, which fund Public Health's HIV prevention efforts. The Administration's announced reorganization of the Federal Department of Health and

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Human Services, including the elimination of the CDC's Division of HIV Prevention and the lack of federal staff and communication related to grants also signify that the Administration is likely intent on reducing or eliminating funding for HIV prevention efforts in the United States. Without a federal notice of the intent to award continued HIV prevention funding, Public Health is unable to continue funding HIV prevention efforts supported by the federal grant; this impacts community-based providers who rely on this support to maintain cost- and life-saving HIV prevention programs and services.

The American Foundation for AIDS Research (AmFAR) projects that there will be more than 75,529 new HIV infections in the United States over the next five years if the domestic HIV prevention is halved. Based on these estimates, Public Health estimates that an additional 500 to 650 new HIV infections will occur each year over the next 5 years, translating to 1900 to 2050 infections each year compared to the current level of 1,400.

While restoration of domestic HIV prevention funding must be a priority, Los Angeles County must explore alternate support options to preserve HIV prevention efforts. Currently, the California AIDS Drug Assistance Program (ADAP) Rebate Fund continues to accumulate rebates from pharmaceutical companies as a result of the State's bulk purchase of HIV/AIDS medication. The Rebate Fund is intended to be used to support the purchase of additional HIV medication and support services that enhance the State's response to the HIV epidemic, including vital HIV prevention programs that are now at risk of being eliminated.

AGN. NO. \_\_\_\_\_

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June 10, 2025

**Advocating for using the AIDS Drug Assistance Program Rebate Fund to Sustain County HIV Programs**

**I, THEREFORE, MOVE** that the Board of Supervisors direct the Chief Executive Office's Legislative Affairs and Intergovernmental Relations branch, in partnership with the Department of Public Health, to send a five-signature letter to Governor Newsom and the Director of the California Department of Finance with a copy to the Senate Pro Tempore, the Assembly Speaker, Chairs of the Senate and Assembly Committees on Budget and Health, and Los Angeles County State delegation members, to incorporate funding from the California AIDS Drug Assistance Program Rebate Fund in the State budget to sustain vital HIV prevention programs.

**I, FURTHER, MOVE** that the Board of Supervisors direct CEO, in collaboration with DPH and Center for Strategic Partnerships, to explore partnerships with philanthropy to preserve HIV prevention efforts.

# # #

HLS:jgd:am

MOTION BY SUPERVISOR HILDA L. SOLIS

June 10, 2025

**Enhancing Measles Vaccinations and Prevention Throughout the County**

The United States is currently experiencing the worst measles outbreak in recent years. As of May 16, 2025, there have been 1,024 confirmed measles cases throughout 31 jurisdictions, including California, and 14 outbreaks (defined as 3 or more related cases) reported in 2025. Of confirmed cases, 96% are among persons who are unvaccinated or have unknown vaccination status. Thirty percent of cases are among children under five, 38% among children and youth aged five to nineteen years, and 32% among adults over the age of 20 years. Additionally, 13% of cases have led to hospitalization, while three measles cases have led to death. However, it is estimated that many more cases are unreported, while the number of confirmed cases is on the rise.

Measles is caused by a highly contagious virus (significantly more contagious than SARS Co-V-2, HIV, and varicella) that spreads through air when an infected person talks, breathes, coughs, or sneezes. When an unvaccinated person is exposed, they have a 90% chance of becoming infected. Common measles symptoms include fever, cough, runny nose, pink eye, tiny white spots in the mouth, and a rash that typically starts on the face/hairline and spreads downwards. Other common complications that arise from a measles infection include diarrhea, ear infection, and

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June 10, 2025

**Enhancing Measles Vaccination and Prevention in Los Angeles County**

pneumonia, with up to 25% requiring hospitalization. Although rare it is also possible to experience inflammation of the brain, as well as subacute sclerosing panencephalitis (a progressive neurological disorder that presents 7 to 10 years after a measles infection), and death.

The number of cases observed across the country are particularly concerning, as measles was officially eradicated in the year 2000 in the United States, which was considered a historic public health achievement. This was due to uptake of the measles, mumps, and rubella (MMR) vaccine which is both a safe and effective mechanism for preventing measles. When more than 95% of community population are vaccinated, most individuals are protected through community immunity. However, when vaccination rates decrease, the possibility of infection significantly increases particularly in close-knit under-vaccinated communities. Given the rise of measles cases, vaccination rates among some communities throughout the United States are not adequately high.

An April 2025 KFF Tracking Poll on Health Information and Trust found that most adults throughout the United States, including parents, have heard at least one false claim related to measles and the MMR vaccine. Meanwhile, 63% of adults and 61% of parents have been exposed to the false claim that the MMR vaccine causes autism, while 33% of adults have been exposed to the false claim that the MMR vaccine is more dangerous than being infected with measles. Additionally, 70% of adults expressed some uncertainty related to these false claims. The spread of misinformation related to

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**Enhancing Measles Vaccination and Prevention in Los Angeles County**

the MMR vaccine, including from the Trump administration, is extremely dangerous.

The MMR vaccine is the most effective form of prevention for measles, while there is no medical treatment for measles once contracted.

As of May 12, 2025, there have been 11 confirmed measles cases reported in California, four who were in Los Angeles County during their infectious period.

Throughout the County, 98% of children in kindergarten during the 2024-2025 school year were immunized against measles. However, population-level measles immunization coverage among County residents by demographics, geography, and time is largely unknown. This is due to an incomplete immunization information system (IIS) designed to consolidate individual-level immunization records into one centralized system to guide clinical decision making and track immunization coverage in the County. Los Angeles County's IIS is the California Immunization Registry (CAIR), a secure web-based system that is available to healthcare providers to report, monitor and update patient immunization records. In 2023, California Assembly Bill 1719 mandated that healthcare providers report all administered immunizations to the CAIR. While CAIR reporting has increased since the 2023 mandate, it is still considered an incomplete data source given that many providers are not complying with CAIR reporting requirements. Additionally, the reporting mandate does not include a requirement to document historical vaccination records, resulting in missed or unnecessary vaccinations due to fragmented immunization histories. Also, many residents who were vaccinated prior to the existence of electronic medical records or

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**Enhancing Measles Vaccination and Prevention in Los Angeles County**

who have lost their paper vaccination records, may have an unknown vaccine status.

Lack of proactive and consistent reporting and tracking of immunization events in CAIR, particularly among adults, has led to the vaccination status among adults being largely unknown. Other sources of data on patient immunization histories are still needed to improve our understanding of population-level immunization coverage, identify under-vaccinated communities at risk, target vaccine outreach and educate the public. Based on recommended immunizations for the California Department of Health Care Services' Quality Incentive Program, that provides quality measures for public hospitals in California, the County's Department of Health Services and other public hospital providers track vaccines among children and adults. Although the measles vaccine is part of the children's vaccine schedule, it is not a vaccine that the State requires to be tracked among adults based on standard protocol, and individual providers may or may not track adult measles vaccination status. At a time of growing misinformation around vaccines, including the MMR vaccine, the County must take proactive steps to ensure utilization of recommended vaccines. This includes adequate tracking and reporting of the MMR vaccine coverage, counteracting false claims and narratives around vaccines, and communicating important messages to County residents and healthcare providers that vaccination against measles is the most effective way to prevent measles.

The Department of Public Health (DPH) has engaged in numerous efforts to support vaccine uptake and prevent measles throughout the County. DPH has a

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dedicated [information page on their website for the public and for providers on measles and vaccine information](#), and has developed a [public messaging toolkit](#) in multiple languages to help inform residents on up-to-date measles information. In addition, DPH engages directly with providers on detecting and preventing spread, reporting suspect cases to DPH, collecting specimens for measles testing, and submitting specimens to a public health laboratory for testing.

A key intervention for preventing measles in an ongoing measles investigation is provision of post-exposure prophylaxis (PEP) to protect susceptible patients that are exposed to measles (contacts) from getting infected. Contacts at high risk for severe complications of disease should be prioritized for receiving immune globulin (IG) PEP; this include infants less than 12 months of age who are too young to be vaccinated, pregnant women, and severely immunocompromised individuals. IG PEP is time sensitive as it needs to be administered within six days of the measles exposure to be effective. Provider offices do not typically carry IG, so susceptible persons who fall within the six-day PEP window period need to be referred to a clinical site that carries the product. Costs of intramuscular IG (IMIG) is \$95 per two milliliter vial which is sufficient for one susceptible infant under five pounds. In a recent measles investigation involving a children's hospital, the number of infants under 12 months that were eligible for IG PEP was less than five individuals. IG for pregnant or immunocompromised persons is administered through intravenous infusions which is widely available in hospitals.



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**Enhancing Measles Vaccination and Prevention in Los Angeles County**

DPH has indicated that measles outbreaks are resource intensive, with the median cost per outbreak costing an estimated \$152,308, the median cost per case being \$32,805, and the median cost per contact being \$223. Given the ongoing measles outbreak in the U.S. and continuous rise in cases, it is critical that the County continue to identify opportunities to enhance prevention and response measures that will keep our residents safe from vaccine-preventable diseases (VPDs). This is particularly important as vaccine misinformation spreads, and the County prepares for potential funding reductions from the federal government. Currently, Public Health receives federal funding through Centers for Disease Control and Prevention's (CDC) Public Health Infrastructure Grant to support modernization of IIS to reliably estimate vaccination coverage accurately and provide the needed information to monitor, evaluate and direct immunization service delivery to where it is needed the most. In addition, Public Health expects to enter a new five-year cooperative agreement with CDC to prevent and respond to VPDs through expansion of robust surveillance systems to enhance early detection and rapid response to VPDs such as measles; targeted strategies to increase access, confidence and demand in immunization service delivery; and establishment of strong public health networks and partnerships with providers and community-based organizations to meet the immunization needs of the diverse communities they serve. The potential loss of this funding will result in the inability for the County to respond to future outbreaks of measles and other VPDs, reduced access to vaccines particularly among the most underserved and vulnerable community

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June 10, 2025

**Enhancing Measles Vaccination and Prevention in Los Angeles County**

members, and lower immunization coverage in the population to adequately protect our communities against severe morbidity and mortality from VPDs.

**I, THEREFORE, MOVE** that the Board of Supervisors direct the Department of Health Services, in collaboration with the Department of Public Health, to report back in writing in 60 days with a plan to:

1. Continue to promote measles vaccination and enhance the consistent tracking of measles vaccination coverage among its empaneled patients by demographics, geography, and time, in addition to other recommended vaccines, including those in the Quality Improvement Program.
2. Continue to ensure that all historical and current measles immunization events among its empaneled patients, in addition to other Quality Improvement Program recommended vaccines, are reported to CAIR.
3. Develop a system-wide report of adult measles vaccination status among its empaneled patients.
4. Serve as a hospital referral site for administering intramuscular immune globulin (IMIG) post-exposure prophylaxis (PEP) to susceptible uninsured residents that are exposed to a measles case and do not have a medical provider to administer IMIG PEP.

**I, FURTHER, MOVE** that the Board of Supervisors direct the Department of Public Health in partnership with the Los Angeles County Office of Education, the Department of Health Services, and the Department of Mental Health to report back in writing in 30

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June 10, 2025

**Enhancing Measles Vaccination and Prevention in Los Angeles County**

days on existing efforts and/or plans for:

1. Engaging with daycares and schools to promote back-to-school vaccination efforts throughout the County and vaccine utilization among children and parents.
2. Educating and building relationships with *promotoras*, community health workers, and other trusted community stakeholders in under-vaccinated communities on measles, including importance of vaccines, and detecting and preventing its spread.
3. Working with health plans and providers to enroll in CAIR and consistently report all measles vaccination administrations to CAIR, in addition to other recommended vaccines.
4. Working with health plans and providers to develop recommendations on additional vaccines that should be more consistently tracked among County residents.
5. Sharing and disseminating existing social media graphics and copy available in multiple language with partners, including County departments, community-based organizations, and other trusted entities that share public service announcements.

# # #

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MOTION BY SUPERVISOR HOLLY J. MITCHELL

June 10, 2025

Understanding the Department of Health Services’ Nonrenewal of Specialty Care Physician Contracts

In 2025, the Los Angeles County (County) Department of Health Services will terminate 46 specialty care physician contracts. Some of these contracts have already been terminated while others are set to be terminated on June 30, 2025. Seventeen (17) of these specialty care physician contracts impact the Martin Luther King, Jr. Outpatient Center.

It is important for the public and patient community to understand the rationale for these specialty care physician contract changes. Modifications and reductions in the County’s health service delivery system should be completed through a transparent process that keeps the public and staff informed and ensures their concerns are heard. Transparency is critical during times of budget constraints when County residents are facing uncertain, confusing, and sweeping federal cuts to their health care services and benefits. It is also of paramount importance in communities facing particularly acute health challenges. South Los Angeles, for example, faces large shortages of doctors across all specialties, resulting in inadequate access to preventive, primary, and specialty care. This community, where diabetes prevalence is significantly higher than both the County and state average, and life expectancy is ten years shorter, also faces a paucity of healthcare providers who resemble the diverse population and who can provide culturally appropriate care. Any reductions and/or eliminations of health care services in this community, and in other communities like it, could have negative health repercussions and should be carefully considered.

-MORE-

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**I THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:**

1. Direct the Director of the Department of Health Services (DHS), in consultation with County Counsel, to provide a verbal report to the Board of Supervisors at the June 17, 2025, Board meeting on its termination of 46 specialty care physician contracts in 2025 and its efforts to avoid any impact on services.
2. This report shall include:
  - a. The rationale for the nonrenewal of the specialty care physician contracts, including any reductions and/or relocation of service delivery;
  - b. A description of the types of services proposed to be or already reduced, eliminated, relocated or otherwise impacted;
  - c. The extent to which DHS plans to fill any physician service vacancies and associated timelines;
  - d. Status of hires for any contract that will be replaced by a County employee, if applicable, and steps taken to ensure no reductions of service or interruptions in care will result before the new employee's start date;
  - e. If the service is being permanently terminated, reduced or relocated, the volume of care that had been delivered by the terminated provider in the previous year at the existing site and steps taken to ensure patients will still have timely and uninterrupted access to geographically accessible and adequate care;
  - f. Any other significant changes in medical services, directly operated or contracted, that DHS has made over the last six months; and
  - g. Steps DHS plans to take to ensure the Board and public are kept informed about significant changes to its health care delivery system before they occur.

# # #

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/28/2025		
<b>BOARD MEETING DATE</b>	6/17/2025		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input checked="" type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	CP Olive View-UCLA Medical Center Central Sterile Equipment Replacement Project		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Sole sourcing will be utilized to acquire the mobile sterile processing trailer and sterilization equipment to seamlessly integrate the new project equipment with existing processes and staff knowledge.		
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable  <b>If unsure whether a matter is subject to the Levine Act, e-mail your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board letter.</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$12,291,000		Funding source: DHS Enterprise Fund Committed For DHS
	TERMS (if applicable): N/A		
	Explanation: N/A		
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board to approve and establish the Olive View-UCLA Medical Center Central Sterile Equipment Replacement Project, budget, and associated appropriation adjustment; authorization to use a Board-approved Job Order Contract for delivery of the project; and authorization for sole source acquisition of mobile sterile processing trailer.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The sterile equipment replacement project consists of the replacement of three sterilizers, two utensil washers, and a cart washer at the Olive View-UCLA Medical Center Central Sterile Department.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The project supports Board Priority No. 7, Sustainability by investing in County buildings to update and provide improved public services and workforce environments that will lead to increased productivity.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a>		



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

June 17, 2025

IN REPLY PLEASE  
REFER TO FILE:

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

Dear Supervisors:

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
OLIVE VIEW-UCLA MEDICAL CENTER  
CENTRAL STERILE EQUIPMENT REPLACEMENT PROJECT  
ESTABLISH CAPITAL PROJECT  
APPROVE PROJECT AND BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
AUTHORIZE USE OF JOB ORDER CONTRACT  
AUTHORIZE THE SOLE SOURCE ACQUISITION OF MOBILE STERILE  
PROCESSING TRAILER AND STERILIZATION EQUIPMENT  
CAPITAL PROJECT NO. 8A108  
FISCAL YEAR 2024-25  
(SUPERVISORIAL DISTRICT 3)  
(4-VOTES)**

### **SUBJECT**

Public Works is seeking Board approval to establish and approve the Olive View-UCLA Medical Center Central Sterile Equipment Replacement Project and budget, approve an appropriation adjustment, authorize Public Works to deliver the proposed project using Board-approved Job Order Contracts, and authorize the Internal Services Department, as the County's purchasing agent, to proceed with the sole source acquisition of STERIS Mobile Sterile Processing Trailer and sterilization equipment.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed Olive View-UCLA Medical Center Central Sterile Equipment Replacement Project and equipment acquisition exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

2. Establish and approve the Olive View-UCLA Medical Center Central Sterile Equipment Replacement Project, Capital Project No. 8A108, with a budget of \$12,291,000.
3. Approve the Fiscal Year 2024-25 appropriation adjustment to use \$2,253,000 from the Department of Health Services' Enterprise Fund-Committed for the Department of Health Services to fund the proposed Central Sterile Equipment Replacement Project, Capital Project No. 8A108.
4. Authorize the Director of Public Works or his designee to deliver the Olive View-UCLA Medical Center Central Sterile Equipment Replacement Project using a Board-approved Job Order Contract.
5. Authorize the Internal Services Department, as the County's Purchasing Agent, to proceed with the sole source acquisition of a Mobile Sterile Processing Trailer and sterilization equipment from STERIS for the Olive View-UCLA Medical Center Central Sterile Equipment Replacement Project, at an estimated cost of \$4,530,000.

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

Approval of the recommended actions will find the Olive View-UCLA Medical Center (OV-UCLA MC) Central Sterile Equipment Replacement Project, including the equipment acquisition, exempt from the California Environmental Quality Act (CEQA); establish Capital Project No. 8A108; approve a project budget of \$12,291,000; authorize Internal Services Department (ISD) to proceed with the sole source acquisition of the Mobile Sterile Processing Trailer and sterilization equipment with a total estimated cost of \$4,530,000; and authorize Public Works to deliver the OV-UCLA MC Central Sterile Equipment Replacement Project using a Board-approved Job Order Contract (JOC).

#### **Background**

OV-UCLA MC provides healthcare services to communities throughout the San Fernando Valley and North County region. The current sterilization equipment at OV-UCLA MC requires extensive maintenance and repairs causing operational disruptions that challenge daily sterilization requirements. The proposed OV-UCLA MC Central Sterile Equipment Replacement Project will remodel the existing Sterile Processing Department to accommodate replacement sterilization equipment ensuring continued support of critical healthcare services. The remodeling scope, includes replacing three sterilizers, two utensil washers, and one cart washer, along with necessary structural, mechanical, and electrical work to support the equipment. This project also includes temporary site remodeling to accommodate an interim Mobile Sterile Processing Trailer. Temporary remodeling includes providing structural anchorage for the trailer and adapting existing



site utilities, such as water, electricity, and sewage to support the trailer's operations. As the Sterile Processing Department will be shut down during construction, the Mobile Sterile Processing Trailer will be essential in maintaining sterilization operations during this time. Upon completion of the proposed project, the trailer will be removed, and the site restored to its original condition.

If approved, the acquisition of the trailer lease and sterilization equipment, including sterilizers, utensil washers, and cart washers, for the project will be completed through ISD as the County's purchasing agent and will be installed by the equipment vendor. OV-UCLA MC is requesting the sole-source acquisition of a proprietary STERIS trailer and sterilization equipment for this project. The hospital currently utilizes STERIS equipment in its Sterile Processing Department, and acquiring additional STERIS sterilization equipment and utilizing a STERIS mobile sterilization trailer will ensure seamless integration into the current workflow and reduce staff training and onboarding. STERIS provides comprehensive service programs for maintenance and support and currently holds a master maintenance agreement with the County, ensuring that the Sterile Processing Department will receive timely service, thus reducing potential downtime. STERIS sterilization equipment is designed with reduced processing time, which will decrease instrument turnaround time and enhance departmental sterilization output and efficiency.

The design and scoping documents for the proposed OV-UCLA MC Central Sterile Equipment Replacement Project were completed using a Board-approved, on-call architectural/engineering firm. Public Works is now seeking approval to complete the remodeling and refurbishment work using a Board-approved JOC. Upon the Board's approval of the recommended actions, construction of the project will begin in August 2025 and be substantially completed in October 2027.

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

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal A, Healthy Individuals and Families, Strategy ii, Improve Health Outcomes, by promoting comprehensive and inclusive care through investments in public healthcare infrastructure that enhance the quality and delivery of healthcare services to Los Angeles County residents; and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by evaluating our current capital projects and identifying the need to replace or modernize legacy/obsolete infrastructure.

By investing in public healthcare infrastructure improvements, it will enhance the quality and delivery of healthcare services to the residents in Los Angeles County, in particular the North County region.

### **FISCAL IMPACT/FINANCING**

The estimated project budget for the OV-UCLA MC Central Sterile Equipment Replacement Project is \$12,291,000, including equipment cost, change order contingency, plans and specifications, scoping documents, permit fees, consultant services, inspection services, and County services. The project budget and schedule are included in Enclosure A. The Department of Health Services (DHS) has previously paid \$221,000, for preliminary assessment fees through the DHS operating budget.

The estimated cost of the Mobile Sterile Processing Trailer rental and sterilization equipment from STERIS is \$4,530,000. The acquisition of the rental and equipment will be funded by Capital Project No. 8A108.

Board approval of the Fiscal Year 2024-25 appropriation adjustment (Enclosure B) will use \$2,253,000 from the DHS Enterprise Fund Committed for DHS to fund the projected Fiscal Year 2024-25 expenditures for the project. DHS will provide funding in the future budget phases, as needed, to fully fund the remaining project budget.

There is no net County cost impact associated with the recommendations.

#### **Operating Budget Impact**

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

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

In accordance with the Board's Civic Arts Policy, amended on August 4, 2020, the proposed project budgets include one percent of the eligible design and construction costs for the Civic Art Allocation, which is estimated to be \$58,000.

The project is subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

The proposed project would support the Board's policy for Green Building/Sustainable Design Program by incorporating into the design and construction, recyclable materials, features to optimize energy and water use, and by maximizing the use of sustainable and local resources during construction.

On October 16, 2001, the Board approved the classification categories for fixed assets and new requirements for major fixed asset (now referred to as capital asset) acquisitions

requiring County departments to obtain Board approval to acquire or finance equipment with a unit cost of \$250,000 or greater prior to submitting their requisition to ISD.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed OV-UCLA MC Central Sterile Equipment Replacement Project, including the equipment acquisition described herein, is categorically exempt from the provisions of CEQA. The project scope is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (a), (d), and (f); 15302 (c); and 15311 (c) of the State CEQA Guidelines and Classes 1 (c), (d), (h), and (i); and 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

The OV-UCLA MC Central Sterile Equipment Replacement Project provides for interior repair and refurbishment of existing facilities involving negligible or no expansion of an existing use, replacement of existing systems, and placement of temporary use items. Replacement equipment will have the same purpose and capacity as the equipment being replaced.

Additionally, the proposed project will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, potential for substantial adverse change in the significance of a historical resource, or other limiting factors that would make the exemption inapplicable based on the record of the proposed project.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse at the Office of Land Use and Climate Innovation in accordance with Section 21152 of the California Public Resources Code and will post the notice to its website in accordance with Section 21092.2.

### **CONTRACTING PROCESS**

Public Works completed the design and scoping documents for the OV-UCLA MC Central Sterile Equipment Replacement Project using a Board-approved, on-call architect/engineering firm and is recommending the use of a Board-approved JOC to complete the work.

The project includes remodeling and refurbishment work, and Public Works has determined that using a JOC is the most appropriate contracting method to deliver the project.

ISD will act as the County's Purchasing Agent to acquire the Mobile Sterile Processing Trailer and sterilization equipment. The purchase will be requisitioned through and

accomplished by the Purchasing Agent in accordance with the County's purchasing policies and procedures for sole source purchases.

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

Approval of the recommended actions will have minimal impact on current services at Olive View-UCLA Medical Center. Public Works, in conjunction with DHS, will take the appropriate measures to coordinate the construction to minimize impacts on operations. Patient care services at the medical center will remain fully operational during construction.

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:HA:sl

Enclosures

c: Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office, Board of Supervisors  
Health Services (Capital Projects Division)

June 17, 2025

**CONSTRUCTION CONTRACT**  
**CONSTRUCTION MANAGEMENT CORE SERVICE AREA**  
**OLIVE VIEW-UCLA MEDICAL CENTER**  
**CENTRAL STERILE EQUIPMENT REPLACEMENT PROJECT**  
**ESTABLISH CAPITAL PROJECT**  
**APPROVE PROJECT AND BUDGET**  
**APPROVE APPROPRIATION ADJUSTMENT**  
**AUTHORIZE USE OF JOB ORDER CONTRACT**  
**AUTHORIZE THE SOLE SOURCE ACQUISITION OF MOBILE STERILE**  
**PROCESSING TRAILER AND STERILIZATION EQUIPMENT**  
**CAPITAL PROJECT NO. 8A108**  
**FISCAL YEAR 2024-25**  
**(SUPERVISORIAL DISTRICT 3)**  
**(4-VOTES)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents*	03/2025
Jurisdictional Approvals	08/2025
Construction Start	08/2025
Substantial Completion	10/2027
Final Acceptance	12/2027

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Budget</b>
<b>Hard Costs</b>	
Construction	\$4,000,000
Change Order Contingency	\$ 800,000
Job Order Contract Fees	\$ 121,000
Civic Arts	\$ 58,000
Equipment-Mobile Sterile Processing Trailer	\$3,290,000
Equipment-Sterilization Equipment	\$1,240,000
<b>Hard Costs Subtotal</b>	<b>\$9,509,000</b>
<b>Soft Costs</b>	
Plans and Specifications	\$ 812,000
Consultant Services	\$ 278,000
Miscellaneous Expenditures	\$ 110,000
Jurisdictional Review/Plan Check/Permits	\$ 125,000
County Services	\$ 1,457,000
<b>Soft Costs Subtotal</b>	<b>\$ 2,782,000</b>
<b>TOTAL</b>	<b>\$12,291,000</b>

**ENCLOSURE B**

June 17, 2025

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
OLIVE VIEW-UCLA MEDICAL CENTER  
CENTRAL STERILE EQUIPMENT REPLACEMENT PROJECT  
ESTABLISH CAPITAL PROJECT  
APPROVE PROJECT AND BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
AUTHORIZE USE OF JOB ORDER CONTRACT  
AUTHORIZE THE SOLE SOURCE ACQUISITION OF MOBILE STERILE  
PROCESSING TRAILER AND STERILIZATION EQUIPMENT  
CAPITAL PROJECT NO. 8A108  
FISCAL YEAR 2024-25  
(SUPERVISORIAL DISTRICT 3)  
(4-VOTES)**

**APPROPRIATION ADJUSTMENT  
PENDING**

## EXECUTIVE OFFICE – BOARD OF SUPERVISORS

# AGENDA ENTRY

Regular☒ Regular – Dual Signature☐ Ordinance☐ Public Hearing☐ Public Hearing – Dual Action☐

DATE OF MEETING:	06/17/2025
DEPARTMENT NAME:	PUBLIC WORKS
BOARD LETTERHEAD:	PUBLIC WORKS
SUPERVISORIAL DISTRICT(S) AFFECTED:	1ST <input type="checkbox"/> 2ND <input type="checkbox"/> 3RD <input checked="" type="checkbox"/> 4TH <input type="checkbox"/> 5TH <input type="checkbox"/> ALL <input type="checkbox"/>
VOTES REQUIRED:	4 VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION:	APPROVE <input type="checkbox"/> APPROVE WITH MODIFICATION <input type="checkbox"/> DISAPPROVE <input type="checkbox"/> NONE <input checked="" type="checkbox"/>

**\*\*\* ENTRY MUST BE IN MICROSOFT WORD \*\*\***

*Instructions: To comply with the Brown Act requirement, the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources; and effective dates. Include an instruction for the Chair, Chairman, or Director to sign when such signature is required on a document. Also, a short title of the Board letter must be provided. The **title** should be no longer than **20 words** and only identify the main subject matter of the recommended Board action.*

TITLE: Olive View-UCLA Medical Center Central Sterile Equipment Replacement Project

Recommendation: Approve the central sterile equipment replacement project with a project budget of \$12,291,000; approve the appropriation adjustment to fully fund the project; authorize the use of a Board-approved Job Order Contract to deliver the project; authorize the Internal Services Department to proceed with the sole source acquisition of a Mobile Sterile Processing Trailer and sterilization equipment; and find that the project is categorically exempt from the California Environmental Quality Act. **(Public Works)**  
ADOPT 4-VOTES

## Olive View-UCLA Medical Center Central Sterile Equipment Replacement Project



14445 Olive View Drive, Sylmar, CA 91342



# BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/28/2025	
BOARD MEETING DATE	6/17/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
DEPARTMENT(S)	Public Health	
SUBJECT	Provide authorization to accept and implement a forthcoming award and/or future awards and/or amendments from the Centers for Disease Control and Prevention for Strengthening Vaccine-Preventable Disease Prevention and Response.	
PROGRAM	Vaccine Preventable Disease Control	
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  <b>If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.</b>	
DEADLINES/ TIME CONSTRAINTS	Must be accepted before July 1, 2025 to begin using funds starting July 1, 2025	
COST & FUNDING	Total cost: Estimated \$4,026,153 per year	Funding source: Centers for Disease Control and Prevention (CDC)
	TERMS (if applicable): Grant term July 1, 2025 – June 30, 2030	
	Explanation: This grant has three components, consisting of Component 1: Core funding, in the estimated annual amount of \$3,776,153; Component 2: Small Scale Response funding that can only be used in the event of a small scale outbreak as determined by CDC subject matter experts, in the estimated up to annual amount of \$250,000; and Component 3: Large Scale Response that can only be used in the event that funding becomes available for a large scale outbreak as determined by CDC subject matter experts, in an estimated up to annual amount of \$3,000,000. Final funding amount will be determined by the CDC.	
PURPOSE OF REQUEST	Delegate authority to accept a forthcoming award from the CDC to support Public Health's protection of the people and communities of the City of Los Angeles from vaccine-preventable diseases (VPD) by equitably increasing access, confidence, and demand for vaccines and implementation and management of Section 317 of the Public Health Service Act (Section 317) and Vaccines for Children (VFC) Programs.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Acceptance of this award will support the protection of the people and communities of the City of Los Angeles from vaccine-preventable diseases by equitably increasing access, confidence, and demand for vaccines and support the implementation and management of Section 317 and Vaccines for Children Programs	

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Award is designed to support work that equitably increases access, confidence, and demand for vaccines
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Alliance for Health Integration - Supports increasing access to vaccines for people and communities in the City of Los Angeles
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: 1. Joshua Bobrowsky, Director, Government Affairs, Public Health (213) 288-7871, <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a>  2. Andrea Kim, Director of Vaccine Preventable Disease Control Program, (323) 929-5820, <a href="mailto:akim@ph.lacounty.gov">akim@ph.lacounty.gov</a>  3. Blaine McPhillips, Senior Deputy County Counsel (213) 974-1920, <a href="mailto:bmcphillips@counsel.lacounty.gov">bmcphillips@counsel.lacounty.gov</a>



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

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

**ANISH P. MAHAJAN, M.D., M.S., M.P.H.**  
Chief Deputy Director

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

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)

June 17, 2025

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

Dear Supervisors:

**AUTHORIZATION TO ACCEPT AND IMPLEMENT A FORTHCOMING AWARD  
AND FUTURE AWARDS AND/OR AMENDMENTS FROM THE CENTERS FOR  
DISEASE CONTROL AND PREVENTION FOR STRENGTHENING VACCINE-  
PREVENTABLE DISEASE PREVENTION AND RESPONSE  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Provide authorization to accept and implement a forthcoming award and/or future awards and/or amendments from the Centers for Disease Control and Prevention for Strengthening Vaccine-Preventable Disease Prevention and Response.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of the Department of Public Health (Public Health), or designee, to accept and implement a forthcoming award from the Centers for Disease Control and Prevention (CDC), Assistance Listing Number 93.268, to support Strengthening Vaccine-Preventable Disease Prevention and Response for the period of July 1, 2025 through June 30, 2026, at an amount estimated not to exceed \$4,026,153, 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 Public Health, or designee, to accept future awards and/or amendments that are consistent with the requirements of the CDC award referenced in Recommendation 1, to extend the funding term at amounts to be determined by CDC, 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.



**BOARD OF SUPERVISORS**

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First District

**Holly J. Mitchell**  
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Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

3. Delegate authority to the Director of Public Health, or designee, to accept future amendments that are consistent with the requirements of the CDC award referenced above that reflect non-material and/or ministerial revisions to the award's 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 forthcoming award from the CDC to support Public Health's protection of the people and communities of the City of Los Angeles from vaccine-preventable diseases (VPD) by equitably increasing access, confidence, and demand for vaccines and implementation and management of Section 317 of the Public Health Service Act (Section 317) and Vaccines for Children (VFC) Programs.

Eligible award applicants included the 51 state health departments, including the District of Columbia; all U.S. territories and the Freely Associated States in the Caribbean and Pacific; and local health agencies that serve a city population of 1.4 million or more (Chicago, Houston, Los Angeles, New York City, Philadelphia, Phoenix, and San Antonio). The award is intended to provide services and support to protect residents and communities in these 50 states and District of Columbia; U.S. territories and freely associated states in the Caribbean and Pacific; and cities meeting the stated population threshold. County health departments are not eligible to apply to support county populations outside of the cities referenced above. Given that the City of Los Angeles does not have a public health department, the award will be available to County of Los Angeles Department of Public Health to provide services and support to the City of Los Angeles. The award will not support cities outside of the City of Los Angeles or unincorporated areas of Los Angeles County.

This grant has three components, consisting of Component 1: Core funding, in the estimated annual amount of \$3,776,153; Component 2: Small Scale Response funding that can only be used in the event of a small scale outbreak as determined by CDC subject matter experts, in the estimated up to annual amount of \$250,000; and Component 3: Large Scale Response that can only be used in the event that funding becomes available for a large scale outbreak as determined by CDC subject matter experts, in an estimated up to annual amount of \$3,000,000. Final funding amount will be determined by the CDC.

The funding will allow Public Health to support the expansion of robust surveillance and response systems to enable early detection and rapid response to VPDs. It will support the ability of immunization information systems to produce reliable data to estimate vaccination coverage accurately and provide the needed information to monitor, evaluate, and direct programmatic activities to where they are needed the most. Funds will strengthen access, confidence, and demand for immunization service delivery for Angelenos across all age groups, prioritizing access for underserved and vulnerable communities and residents in the City of Los Angeles. Additionally, this award will

ensure that strong public health networks and partnerships with providers and community-based organizations are fostered and maintained to support the immunization needs of the diverse communities they serve, while helping to identify immunization gaps that can be filled by Public Health.

Approval of Recommendation 2 will allow Public Health to accept future awards and/or amendments that are consistent with the requirements of the CDC award referenced above to extend the funding term at amounts determined by the CDC; and/or provide an increase or decrease in funding. This authority is requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Approval of Recommendation 3 will allow Public Health to accept future amendments that are consistent with the requirements of the CDC awards referenced above that reflect non-material or ministerial revisions to the award's terms and conditions, roll over unspent funds, and/or redirection of funds.

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

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

### **FISCAL IMPACT/FINANCING**

Public Health will accept a forthcoming award from the CDC for the period of July 1, 2025, through June 30, 2026, in the estimated amount of \$4,026,153.

Funding is included in Public Health's fiscal year (FY) 2025-2026 Final Adopted Budget and will be included in future FYs, as necessary.

There is no net County cost associated with this action.

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

On January 6, 2025, CDC released a Notice for Funding Opportunity (NOFO) Announcement Number CDC-RFA-IP-25-0007, Assistance Listing Number 93.268 to solicit applications from eligible applicants, including County of Los Angeles Department of Public Health by equitably increasing access, confidence, and demand for vaccines and implementing the Section 317 and VFC Programs in the City of Los Angeles. Public Health submitted an application in response to the NOFO on March 11, 2025, and anticipates receiving notification of the estimated funding award by June 30, 2025.

Previously, funds for Strengthening Vaccine-Preventable Disease Prevention and Response were awarded to Public Health from CDPH. Funding will now be awarded directly to Public Health in order to provide services and support to the City of Los

Angeles per grant requirements. Eligible applicants for this grant are local health agencies or their bona fide agents if they serve a city population of 1.4 million or more as determined by the U.S. Census Bureau's 2022 American Community Survey 5-Year Data. If the city does not have a public health department, then the county covering the jurisdiction may apply. The City of Los Angeles meets the population requirement and the requirement of not having a city public health department, and therefore the Public Health can receive the award and implement the required activities in the City of Los Angeles. This will not include unincorporated areas of Los Angeles County.

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

Approval of the recommended actions will allow Public Health to accept a forthcoming award from the CDC to support the protection of the people and communities of the City of Los Angeles from vaccine-preventable diseases by equitably increasing access, confidence, and demand for vaccines and implementation and management of Section 317 and VFC Programs.

Respectfully submitted,

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

BF:bgc  
BL#08179

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter☐ Board Memo☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/28/2025	
<b>BOARD MEETING DATE</b>	6/17/2025	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Health	
<b>SUBJECT</b>	Provide authorization to accept and implement an award and future awards and/or amendments from the Health Resources and Services Administration to support Ending the HIV Epidemic; delegated authority to amend up to 74 HIV Care contracts, as needed; and to extend the term of eight Promoting Health Care Engagement Among Vulnerable Target Populations contracts.	
<b>PROGRAM</b>	Division of HIV and STD Programs (DHSP)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Budget period of March 1, 2025 through February 28, 2026	
<b>COST &amp; FUNDING</b>	Total cost: \$3,321,008	
	TERMS (if applicable): March 1, 2025 through February 28, 2026	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to accept Award Number 2 UT8HA33928-06-00 from the Health Resources and Services Administration (HRSA), Assistance Listing Number 93.686, for Ending the HIV Epidemic (EHE): A Plan for America – Ryan White HIV/AIDS Program (RWHAP) Parts A and B in the amount of \$3,321,008, for the period of March 1, 2025 through February 28, 2026. In addition, Public Health is requesting for delegated authority to accept future awards and/or amendments that are consistent with the requirements of the HRSA RWHAP EHE Award that accept the balance of funds for the current budget period and extends the term at amounts determined by HRSA. Lastly, Public Health is requesting for delegated authority to amend up to 74 HIV Care Services contracts, as needed, and to extend the term of eight Promoting Health Care Engagement Among Vulnerable Target Populations.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended actions will allow Public Health to continue the implementation of key strategies tied to EHE that will benefit persons at risk for and living with HIV in Los Angeles County and adjust HIV Care services.	

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations. Promote linkage to care and retention in high quality HIV care and ensure timely access to HIV treatment and other support services as needed. These services are provided to populations in disadvantaged areas and to those who are not accessing care and treatment services.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: (2) Alliance for Health Integration; EHE activities support the implementation of strategies, interventions, novel approaches, and core medical and support services to reduce new HIV infections in the United States.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email:  1. Joshua Bobrowsky, Director Government Affairs, Public Health (213) 288-7871, <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a> 2. Mario Perez, Director, Division of HIV and STD Programs (213) 351-8001, <a href="mailto:mjperez@ph.lacounty.gov">mjperez@ph.lacounty.gov</a> 3. Emily Issa, Senior Deputy County Counsel (213) 974-1827, <a href="mailto:Eissa@counsel.lacounty.gov">Eissa@counsel.lacounty.gov</a>





DRAFT



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

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

**ANISH P. MAHAJAN, M.D., M.S., M.P.H.**  
Chief Deputy Director

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

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)

**BOARD OF SUPERVISORS**

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First District

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Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

June 17, 2025

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

Dear Supervisors:

**AUTHORIZATION TO ACCEPT AND IMPLEMENT AN AWARD AND FUTURE  
AWARDS AND/OR AMENDMENTS FROM THE HEALTH RESOURCES AND  
SERVICES ADMINISTRATION TO SUPPORT ENDING THE HIV EPIDEMIC: A  
PLAN FOR AMERICA – RYAN WHITE HIV/AIDS PROGRAM PARTS A AND B;  
AND DELEGATED AUTHORITY TO AMEND UP TO 74 HIV CARE SERVICES  
CONTRACTS AND EIGHT PROMOTING HEALTH CARE ENGAGEMENT  
AMONG VULNERABLE TARGET POPULATIONS CONTRACTS  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Provide authorization to accept and implement an award from the Health Resources and Services Administration for Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B, and future awards and/or amendments; and delegated authority to amend up to 74 HIV Care Services contracts, as needed, and to extend the term of eight Promoting Health Care Engagement Among Vulnerable Target Populations contracts.

**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 Award Number 2 UT8HA33928-06-00 from the Health Resources and Services Administration (HRSA), Assistance

Listing Number 93.686, for Ending the HIV Epidemic (EHE): A Plan for America – Ryan White HIV/AIDS Program (RWHAP) Parts A and B, (Exhibit I) dated January 10, 2025, in the amount of \$3,321,008, for the period of March 1, 2025, through February 28, 2026.

2. Delegate authority to the Director of Public Health, or designee, to accept future awards and/or amendments that are consistent with the requirements of the HRSA award referenced in Recommendation 1 to extend the funding term at amounts to be determined by HRSA; and or provide an increase or decrease in funding, subject to review and approval by County Counsel and notification to your Board and the Chief Executive Office.
3. Delegate authority to the Director of Public Health, or designee, to accept future amendments that are consistent with the requirements of the HRSA award referenced above that reflect non-material and/or ministerial revisions to the award's terms and conditions and allow for the rollover of unspent funds and/or redirection of funds, subject to review and approval by County Counsel.
4. Delegate authority to the Director of Public Health, or designee, to execute, as needed, amendments to 74 HIV Care Services contracts, at the current funding levels as listed in Attachment A, that provide an increase or decrease in funding above or below the annual base maximum obligation, based on the availability of federal, State, and/or County resources, effective upon amendment execution or at the beginning of the applicable contract budget period; update the statement of work and/or scope of work as necessary; and/or correct errors in the contracts' terms and conditions for benefit specialty services (BSS), mental health services (MH), nutrition support services (NSS), residential services, substance use disorder transitional housing services (SUDTH), oral healthcare services (OHS), legal services, and data management services through February 28, 2026 for data to care services and ending the HIV epidemic services through February 28, 2027, for transportation services through February 29, 2028, for e2LA data systems services and core HIV services, which include ambulatory outpatient medical services (AOM), medical care coordination services (MCC), and patient support services (PSS) through February 28, 2029, 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 the eight Promoting Health Care Engagement Among Vulnerable Target Populations (Vulnerable Populations) contracts listed in Attachment B that: extend the term through December 31, 2025, at an aggregate amount not to exceed of \$2,741,031, 100% funded by Centers for Disease Control and Prevention funds and local departmental resources; provide an increase or decrease up to 10% increase or decrease in funding above or below the annual base maximum obligation, based on the availability of federal, State, and/or County resources, effective upon amendment execution or at the beginning of the applicable contract budget period; update the statement of work and/or scope of work as necessary; and/or correct errors in the contracts' terms and conditions.

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

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

EHE RWHAP activities support emerging practices, evidence-informed and evidence-based interventions, and client services to support reengagement in care and achieving viral suppression; community engagement, information dissemination and outreach to address the needs of people living with HIV (PLWH) at each stage along the HIV care continuum, specifically calling attention to the activities for PLWH who are not virally suppressed, and emergency rental assistance to provide rental assistance to clients living with HIV who are homeless or at risk of being homeless.

Approval of Recommendation 1 will allow Public Health to accept an award from HRSA to continue to support EHE RWHAP activities through February 28, 2026, with funding in the amount of \$3,321,008 for the period beginning March 1, 2025. HRSA is operating under a Continuing Resolution; therefore, this award provides partial funding based on the continuation of fiscal year (FY) 2024 program requirements, funding levels, and specialized reporting requirements. Additions and revisions may be necessary once HRSA receives a final FY 2025 appropriation.

Approval of Recommendation 2 will allow Public Health to accept future awards and/or amendments that are consistent with the requirements of the HRSA award to accept future awards and/or amendments that extend the term at amounts determined by HRSA; and provide an increase or decrease in funding. This authority is being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Approval of Recommendation 3 will allow Public Health to accept future amendments that are consistent with the requirements of the HRSA award referenced above that reflect non-material or ministerial revisions to the award's terms and conditions and roll over unspent funds, and/or redirection of funds.

Approval of Recommendation 4 will allow Public Health to execute, as needed, amendments to various HIV care services contracts listed in Attachment A, to increase or decrease funding above or below the annual base maximum obligation, update the

statement of work and/or scope of work, and/or correct errors in the contract's terms and conditions, as necessary, based on the availability of federal, State, and/or County resources through the entire contract term for each of the service categories. Due to ongoing uncertainty of federal commitments from HRSA for RWHAP Part A funds and HRSA EHE funds historically made available to health departments across the country, Public Health's ability to maintain critical HIV care services at the same funding levels has been impacted.

Approval of Recommendation 5 will allow Public Health to execute amendments to eight Vulnerable Populations contracts listed in Attachment B, to extend the term at amounts not to exceed amounts as detailed in Attachment B, increase or decrease funding 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, based on the availability of federal, State, and/or County resources through the entire contract term for each of the service categories.

Approval of Recommendation 6 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 that are within the same scope of services, as necessary, and changes to hours of operation and/or service locations

Approval of Recommendation 7 will allow Public Health to immediately suspend or terminate the eight Vulnerable Populations contracts with contractors who fail to perform and/or fully comply with contract requirements, and to terminate contracts for convenience by providing 30-calendar days' advance written notice to contractors.

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

The recommended actions support North Star 2, Strategy Public Health and Economic Health of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total funding accepted under Recommendation 1 is \$3,321,008 for the budget period of March 1, 2025, through February 28, 2026. While additional funding is possible for the current budget period, Public Health is uncertain at this time if any additional funding will be received.

Funding is included in Public Health's FY 2024-2025 Final Adopted Budget and will be included in future FYs, as necessary.

Funding for the eight Vulnerable Populations contract amendments will not exceed a total maximum obligation of \$2,741,031 for the period of July 1, 2025 through December 31, 2025, utilizing CDC and departmental resources.

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

Since 2020, your Board has approved acceptance of HRSA RWHAP EHE funds as a result of funding opportunity announcement HRSA 2-20-078, EHE-A Plan for America — RWHAP Parts A and B, for a five-year grant period, effective March 1, 2020, through February 28, 2025. On October 18, 2024, Public Health submitted a response to Funding Opportunity Number: HRSA-25-064, which was due by October 22, 2024. On January 8, 2025, Public Health received notice from HRSA that it was in the process of issuing the Notice of Award for FY 2025 for the EHE cooperative agreements, and that HRSA was operating under a Continuing Resolution; therefore, the upcoming award would provide partial funding (approximately 42%) based on the continuation of FY 2024 program requirements and funding levels. As a result, public Health received Notice of Award 2 UT8HA33928-06-00, dated January 10, 2025.

EHE was initiated to provide resources in states and counties with substantial HIV burden and support the implementation of strategies, interventions, novel approaches, and core medical and support services to reduce new HIV infections in the United States. The overarching goal for this initiative promotes robust advances and innovations in HIV health care using the National HIV/AIDS Strategy to end the domestic HIV epidemic as its framework. The national EHE activities focus on addressing four goals:

- 1) reduce new HIV infections;
- 2) increase access to care and improve health outcomes for people with HIV;
- 3) reduce HIV-related health disparities and health inequities; and
- 4) achieve a more coordinated national response to end HIV.

As required under Board Policy 5.120, your Board was notified on May 12, 2025, of Public Health's request to allow an increase or decrease in funding above 10%, based on the availability of federal, State, and/or County resources, as needed, for future actions for 84 HIV care services contracts through various terms through February 28, 2029. Of the 84 HIV care services contracts, 74 are included under this Board action.

Since 2019, Public Health, Division of HIV and STD Program (DHSP) has increased its investment to support a broader portfolio of services, including the Emergency Financial Assistance and Emergency Rental Assistance services supported through both the RWP and EHE Initiative. Based on recent expenditures, DHSP has noticed higher than anticipated spending levels across several service categories, including but not limited to, AOM, OHS, and Housing-related service categories. The delegated authority to make contract adjustments above the standard 10% eliminates the need for multiple Board actions and can allow Public Health to modify contracts to not only decrease funding but also restore funding levels if federal funding commitments or other allowable resources become available.

Public Health will work with the Los Angeles County (LAC) Commission on HIV to review allocation levels across service categories and ensure that any funding shifts are closely aligned with service category priorities.

The Honorable Board of Supervisors

June 17, 2025

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County Counsel has approved the acceptance of Exhibit I as to form. Attachment A provides a list of HIV Care Services contracts that are eligible for funding shifts beyond the standard 10% delegated authority, as needed, for various terms through February 28, 2029. Attachment B provides information about the eight Vulnerable Population services contracted providers who are being recommended for extension under Recommendation 5, effective July 1, 2025.

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

Approval of the recommended actions will allow Public Health to continue the implementation of key strategies tied to EHE that will benefit persons at risk for and living with HIV in LAC and adjust HIV Care services.

Respectfully submitted,

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

BF:ml  
BL#08191

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 CARE SERVICES  
74 CONTRACTS**

	Contractor	Contract No.	Current Term Annual Maximum Obligation (Year 35) 3/1/25- 2/28/26	Service Planning Area(s) of Service Delivery Sites	Supervisory District(s) of Service Delivery Sites
<b>1. BENEFIT SPECIALTY SERVICES</b>					
1	AltaMed Health Services Corporation	PH-002899	\$ 140,340	7	1
2	APLA Health & Wellness	PH-002673	\$ 186,352	4, 6	2, 3
3	City of Long Beach	PH-002900	\$ 127,532	8	4
4	Dignity Health d.b.a St. Mary Medical Center	PH-002898	\$ 111,176	8	4
5	East Valley Community Health Center, Inc.	PH-002901	\$ 63,732	3	1, 5
6	JWCH Institute, Inc.	PH-003056	\$ 101,226	3	5
7	Minority AIDS Project	PH-002661	\$ 84,705	6	2
8	Northeast Valley Health Corporation	PH-002902	\$ 65,867	2	3
9	Venice Family Clinic	PH-002680	\$ 50,823	5	3
<b>TOTAL BENEFIT SPECIALTY SERVICES</b>			<b>\$ 931,753</b>		
<b>2. NUTRITIONAL SUPPORT SERVICES</b>					
10	APLA Health & Wellness	H-700241	\$ 2,880,714	1 - 8	1 - 5
11	Bienestar Human Services	H-700279	\$ 181,581	1 - 8	1 - 5
12	Project Angel Food	H-700267	\$ 1,377,445	1 - 8	1 - 5
<b>TOTAL NUTRITION SUPPORT SERVICES</b>			<b>\$ 4,439,740</b>		
<b>3. RESIDENTIAL SERVICES</b>					
13	APLA Health & Wellness (RCFCI)	PH-001646	\$ 5,336,303	1 - 8	1 - 5
14	Project New Hope (RCFCI)	PH-001638	\$ 1,884,362	1 - 8	1 - 5
15	Project New Hope (TRCF)	PH-001645	\$ 923,347	1 - 8	1 - 5
16	The Salvation Army (RCFCI)	PH-001654	\$ 1,389,769	1 - 8	1 - 5
<b>TOTAL RESIDENTIAL SERVICES</b>			<b>\$ 9,533,781</b>		
<b>5. MENTAL HEALTH SERVICES</b>					
17	AltaMed Health Services Corporation	PH-003360	\$ 230,109	3 & 7	1
18	JWCH Institute, Inc.	PH-003361	\$ 343,864	3 & 4	1, 2, 3, & 5
19	Northeast Valley Health Corporation	PH-003362	\$ 118,554	2	3
20	Special Service for Groups, Inc.	PH-003363	\$ 147,366	4	1 & 2
21	St. John's Well Child and Family Center	PH-003364	\$ 499,819	6	2
<b>TOTAL MENTAL HEALTH SERVICES</b>			<b>\$ 1,339,712</b>		
<b>5. LEGAL SERVICES</b>					
22	Inner City Law Center	PH-003553	\$ 1,437,628	1 - 8	1 - 5
<b>TOTAL LEGAL SERVICES</b>			<b>\$ 1,437,628</b>		
<b>6. ORAL HEALTHCARE SERVICES</b>					
23	AltaMed Health Services Corporation	PH-003800	\$ 400,000	7	1
24	APLA Health & Wellness	PH-003801	\$ 1,550,000	4, 6, & 8	1, 2, & 4
25	Dignity Health d.b.a St. Mary Medical Center	PH-003802	\$ 800,000	8	4
26	East Valley Community Health Center, Inc.	PH-003803	\$ 197,000	3	1
27	El Proyecto del Barrio, Inc.	PH-003804	\$ 200,000	2	3
28	JWCH Institute, Inc.	PH-003805	\$ 980,000	1, 3, 4 & 6	2 & 5
29	Northeast Valley Health Corporation	PH-003806	\$ 348,000	3	2 & 3
30	St. John's Well Child and Family Center	PH-003807	\$ 200,000	6	2
31	The Regents of the University of California	PH-003808	\$ 1,650,000	5	3
32	University of Southern California	PH-003809	\$ 2,000,000	6	2
33	Watts Healthcare Corporation	PH-003810	\$ 300,000	6	2
<b>TOTAL ORAL HEALTHCARE SERVICES</b>			<b>\$ 8,625,000</b>		
<b>7. DATA MANAGEMENT SERVICES</b>					
34	Automated Case Management Services, Inc.	H-204251	\$ 660,000	1 - 8	1 - 5
<b>TOTAL DATA MANAGEMENT SERVICES</b>			<b>\$ 660,000</b>		

Contractor		Contract No.	Contract Term 10/8/24 - 2/28/29	Service Planning Area(s) of Service Delivery Sites	Supervisorial District(s) of Service Delivery Sites
8. E2 LOS ANGELES DATA SYSTEM AND RELATED SERVICES					
35	RDE System Support Group, LLC.	PH-005479	\$ 10,076,285	1 - 8	1 - 5
TOTAL E2 LOS ANGELES DATA SYSTEM AND RELATED SERVICES			\$ 10,076,285		
Contractor		Contract No.	Annual Maximum Obligation 3/1/25- 2/28/26	Service Planning Area(s) of Sites	Supervisorial District(s) of Sites
9. CORE HIV SERVICES (AOM, MCC AND PSS)					
36	Altamed Health Services Corporation	PH-005707	\$ 1,311,747	7	1
37	APLA Health & Wellness	PH-005708	\$ 1,720,200	4,6, & 8	2 & 4
38	Charles R. Drew University of Medicine and Science	PH-005709	\$ 240,000	6	2
39	Children's Hospital Los Angeles	PH-005710	\$ 225,762	4	1
40	City of Long Beach, Department of Health and Human Services	PH-005711	\$ 765,000	8	4
41	Dignity Health d.b.a. St. Mary Medical Center	PH-005712	\$ 1,376,750	8	4
42	East Valley Community Health Center, Inc.	PH-005724	\$ 649,380	3	1
43	El Proyecto del Barrio, Inc.	PH-005713	\$ 343,414	2	3
44	JWCH Institute, Inc.	PH-005714	\$ 1,660,938	3 & 4	1 &3
45	Los Angeles LGBT Center	PH-005715	\$ 3,828,919	4	3
46	Men's Health Foundation	PH-005716	\$ 1,039,493	4 & 6	2 &3
47	Northeast Valley Health Corporation	PH-005717	\$ 467,345	2	3
48	St. John's Community Health	PH-005718	\$ 746,040	6	2
49	T.H.E. Clinic, Inc.	PH-005719	\$ 537,125	6	2
50	The Regents of the University of California	PH-005720	\$ 876,016	5	3
51	Venice Family Clinic	PH-005721	\$ 380,000	5	3
52	Via Care Community Health Center	PH-005722	\$ 225,095	7	1 & 4
53	Watts Healthcare Corporation	PH-005723	\$ 381,200	6	2
TOTAL CORE HIV SERVICES			\$ 16,774,424		
10. TRANSPORTATION SERVICES					
54	Altamed Health Services Corporation	PH-005689	\$ 50,000	1 - 8	1 - 5
55	APLA Health & Wellness	PH-005690	\$ 169,920	1 - 8	1 - 5
56	Bienestar Human Services, Inc.	PH-005691	\$ 103,116	1 - 8	1 - 5
57	Children's Hospital Los Angeles	PH-005692	\$ 23,400	1 - 8	1 - 5
58	City of Long Beach Department of Health & Human Services	PH-005693	\$ 20,000	1 - 8	1 - 5
59	Dignity Health d.b.a. St. Mary Medical Center	PH-005694	\$ 40,000	1 - 5	1 - 5
60	JWCH Institute, Inc.	PH-005695	\$ 45,000	1 - 5	1 - 5
61	Los Angeles LGBT Center	PH-005696	\$ 79,397	1 - 5	1 - 5
62	Men's Health Foundation	PH-005697	\$ 61,015	1 - 5	1 - 5
63	Northeast Valley Health Corporation	PH-005698	\$ 24,892	1 - 5	1 - 5
64	Project New Hope	PH-005699	\$ 1,000	1 - 5	1 - 5
65	St. John's Community Health	PH-005763	\$ 18,870	1 - 5	1 - 5
66	Special Service for Groups, Inc.	PH-005700	\$ 31,050	1 - 8	1 - 5
67	T.H.E. Clinic, Inc.	PH-005701	\$ 20,880	1 - 8	1 - 5
68	The Regents of the University of California	PH-005703	\$ 61,272	1 - 8	1 - 5
69	The Salvation Army	PH-005702	\$ 6,024	1 - 8	1 - 5
70	Watts Healthcare Corporation	PH-005704	\$ 16,620	1 - 8	1 - 5
TOTAL TRANSPORTATION SERVICES			\$ 772,456		
Contractor		Contract No.	Annual Maximum Obligation 3/1/25- 2/28/26	Service Planning Area(s) of Sites	Supervisorial District(s) of Sites
11. DATA TO CARE SERVICES					
71	APLA Health & Wellness	PH-005306	\$ 500,000	4,5,6 & 8	2 & 4
72	JWCH Institute, Inc.	PH-005307	\$ 500,000	1, 3, & 4	1, 3, & 5
73	Men's Health Foundation	PH-005305	\$ 500,000	4 & 6	2 & 3
TOTAL DATA TO CARE SERVICES			\$ 1,500,000		
12. ENDING THE HIV EPIDMEMIC SERVICES					
74	Heluna Health	PH-004881	\$ 6,585,471	1 - 8	1 - 5
TOTAL ENDING THE HIV EPIDEMIC SERVICES			\$ 6,585,471		
GRAND TOTAL OF CARE SERVICES			\$ 62,676,250		



**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
DIVISION OF HIV AND STD PROGRAMS  
PROMOTING HEALTH CARE ENGAGEMENT AMONG TARGETED VULNERABLE POPULATIONS**

No.	Contractor Name	Contract Number	Extension Term	*Extension Term Maximum Obligation Not to Exceed	Service Planning Area Proposed To Serve	Supervisory District Proposed to Serve
1	AltaMed Health Services	PH-003434	July 1, 2025 through December 31, 2025	\$250,000	4 & 7	1
2	Bienestar Human Services, Inc.	PH-003440	July 1, 2025 through December 31, 2025	\$400,000	6 & 8	2 & 4
3	Center for Health Justice	PH-003435	July 1, 2025 through December 31, 2025	\$141,031	4	4
4	Childrens Hospital Los Angeles	PH-003436	July 1, 2025 through December 31, 2025	\$400,000	4	1
5	In the Meantime Men's Group, Inc.	PH-003438	July 1, 2025 through December 31, 2025	\$375,000	6	2
6	Los Angeles LGBT Center	PH-003437	July 1, 2025 through December 31, 2025	\$375,000	6	2
7	Los Angeles LGBT Center	PH-003441	July 1, 2025 through December 31, 2025	\$550,000	4	4
8	Men's Health Foundation	PH-003439	July 1, 2025 through December 31, 2025	\$250,000	6 & 8	2
<b>TOTAL MAXIMUM OBLIGATION NOT TO EXCEED</b>				<b>\$2,741,031</b>		

\*Actual maximum obligation may be at lower funding levels at time of extension but will not exceed amount listed.



**Department of Health and Human Services**  
**Health Resources and Services Administration**

Notice of Award  
 FAIN# UT833928  
 Federal Award Date: 01/10/2025

### Recipient Information

1. **Recipient Name**  
 COUNTY OF LOS ANGELES  
 600 S Commonwealth Ave Fl 10  
 Los Angeles, CA 90005-4049
2. **Congressional District of Recipient**  
 34
3. **Payment System Identifier (ID)**  
 1956000927A1
4. **Employer Identification Number (EIN)**  
 956000927
5. **Data Universal Numbering System (DUNS)**  
 624882309
6. **Recipient's Unique Entity Identifier**  
 DN3NGS58SMT9
7. **Project Director or Principal Investigator**  
 Victor Scott  
 Grants Manager  
 vscott@ph.lacounty.gov  
 (213)351-8283
8. **Authorized Official**

### Federal Agency Information

9. **Awarding Agency Contact Information**  
 Beverly H Smith  
 Grants Management Specialist  
 Office of Federal Assistance Management (OFAM)  
 Division of Grants Management Office (DGMO)  
 Bsmith@HRSA.GOV  
 (301) 443-7065
10. **Program Official Contact Information**  
 Tonia M Schaffer  
 Public Health Analyst  
 HIV/AIDS Bureau (HAB)  
 TSchaffer@hrsa.gov  
 (301) 945-3950

### Federal Award Information

11. **Award Number**  
 2 UT8HA33928-06-00
12. **Unique Federal Award Identification Number (FAIN)**  
 UT833928
13. **Statutory Authority**  
 42 U.S.C. § 243(c); 300ff-11 et seq.
14. **Federal Award Project Title**  
 Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B
15. **Assistance Listing Number**  
 93.686
16. **Assistance Listing Program Title**  
 Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B
17. **Award Action Type**  
 Competing Continuation
18. **Is the Award R&D?**  
 No

### Summary Federal Award Financial Information

<b>19. Budget Period Start Date 03/01/2025 - End Date 02/28/2026</b>	
<b>20. Total Amount of Federal Funds Obligated by this Action</b>	<b>\$3,321,008.00</b>
20a. Direct Cost Amount	
20b. Indirect Cost Amount	\$0.00
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$3,321,008.00
<b>24. Total Approved Cost Sharing or Matching, where applicable</b>	<b>\$0.00</b>
<b>25. Total Federal and Non-Federal Approved this Budget Period</b>	<b>\$3,321,008.00</b>
<b>26. Project Period Start Date 03/01/2025 - End Date 02/28/2030</b>	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$3,321,008.00

28. **Authorized Treatment of Program Income**  
 Addition
29. **Grants Management Officer – Signature**  
 Karen Mayo on 01/10/2025

### 30. Remarks



Notice of Award  
Award Number: 2 UT8HA33928-06-00  
Federal Award Date: 01/10/2025

**HIV/AIDS Bureau (HAB)****31. APPROVED BUDGET: (Excludes Direct Assistance)**☒ Grant Funds Only☐ Total project costs including grant funds and all other financial participation

a. Salaries and Wages:	\$0.00
b. Fringe Benefits:	\$0.00
c. Total Personnel Costs:	\$0.00
d. Consultant Costs:	\$0.00
e. Equipment:	\$0.00
f. Supplies:	\$0.00
g. Travel:	\$0.00
h. Construction/Alteration and Renovation:	\$0.00
i. Other:	\$3,321,008.00
j. Consortium/Contractual Costs:	\$0.00
k. Trainee Related Expenses:	\$0.00
l. Trainee Stipends:	\$0.00
m. Trainee Tuition and Fees:	\$0.00
n. Trainee Travel:	\$0.00
o. TOTAL DIRECT COSTS:	\$3,321,008.00
p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$0.00
i. Indirect Cost Federal Share:	\$0.00
ii. Indirect Cost Non-Federal Share:	\$0.00
q. TOTAL APPROVED BUDGET:	\$3,321,008.00
i. Less Non-Federal Share:	\$0.00
ii. Federal Share:	\$3,321,008.00

**32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:**

a. Authorized Financial Assistance This Period	<b>\$3,321,008.00</b>
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Award(s) This Budget Period	\$0.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	<b>\$3,321,008.00</b>

**33. RECOMMENDED FUTURE SUPPORT:**

(Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
07	\$3,321,008.00
08	\$3,321,008.00
09	\$3,321,008.00
10	\$3,321,008.00

**34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)**

a. Amount of Direct Assistance	\$0.00
b. Less Unawarded Balance of Current Year's Funds	\$0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	<b>\$0.00</b>

**35. FORMER GRANT NUMBER****36. OBJECT CLASS**  
41.15**37. BHCMIS#****38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:**

a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.

**39. ACCOUNTING CLASSIFICATION CODES**

FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
25 - 377ABGR	93.914	25UT8HA33928	\$3,321,008.00	\$0.00	N/A	25UT8HA33928

## HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

## Terms and Conditions

**Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.**

### Grant Specific Term(s)

1. This action reflects a new document number. Please refer to this number when contacting the Payment Management System or submitting drawdown requests.
2. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf>.
3. The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.**  
You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pmsapp.psc.gov/pms/app/userrequest>. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <http://pms.psc.gov/find-pms-liaison-accountant.html>
4. 45 CFR Part 75 applies to all federal funds associated with the award. Part 75 has been effective since December 26, 2014. All references to prior OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
5. HRSA is operating under a Continuing Resolution; therefore, this award provides partial funding based on the continuation of FY 2024 program requirements, funding levels, and specialized reporting requirements. Additions and revisions to these Terms and Conditions may be necessary once HRSA receives a final FY 2025 appropriations. A revised Notice of Award (NoA) will be issued to reflect any changes to funding amounts, Terms and Conditions, and/or reporting requirements.
6. As a condition of accepting this award the recipient must comply with data requirements of the RSR and will mandate compliance by each of your subrecipients. The RSR captures information necessary to demonstrate program performance and accountability. All EHE core service and support service providers are required to submit client-level data as instructed in the RSR manual. Please refer to the [RSR Webpage](#) for additional information.
7. Recipients may request carryover of any unobligated balance (UOB) from the Ending the HIV Epidemic in the U.S. initiative funding throughout the life of the period of performance ending on February 28, 2030. A Prior Approval request for carryover of UOB must be submitted via HRSA's Electronic Handbooks (EHBs). Funds may not be used without written approval from the Division of Grants Management Operations (DGMO). When submitting your Prior Approval request, you must include the year you are requesting the funds to be carried from and the amount. It is your responsibility to track the UOB based on the project budget period during the five year period of performance.

### Program Specific Term(s)

1. In accordance with 45 CFR § 75.322(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. HRSA HAB reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

2. Funding beyond this budget period is contingent upon the availability of appropriated funds for this program in subsequent fiscal years, recipient satisfactory performance, and a decision that continued funding is in the best interest of the Federal Government.
3. Unless otherwise specified, all Conditions and Reporting Requirements must be electronically submitted through the HRSA Electronic Handbooks (EHBs).
4. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of \$30,000 or more in Federal funds and executive total compensation as outlined in Appendix A to 2 CFR Part 170 (<http://www.hrsa.gov/grants/ffata.html>). The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <http://www.hrsa.gov/grants/ffata.html>.
5. RWHAP funds may not be used to make cash payments to intended clients of RWHAP-funded services. This prohibition includes cash incentives and cash intended as payment for RWHAP services. Where direct provision of the service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation) must be used. Store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the RWHAP are also allowable as incentives for eligible program participants. Recipients are advised to administer voucher and store gift card programs in a manner which assures that they cannot be exchanged for cash or used for anything other than the allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards. Note: General-use prepaid cards are considered “cash equivalent” and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard, or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are also unallowable.
6. The recipient shall make all files, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt) and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for accessibility are codified at 36 CFR Part 1194 and may be accessed through the Access Board’s Web site at <http://www.access-board.gov>.
7. Funding will be provided in the form of cooperative agreement. A cooperative agreement, as opposed to a grant, is an award instrument of financial assistance where substantial involvement is anticipated between HRSA and the recipient during performance of the contemplated project. The recipient is expected to collaborate with HAB and its RWHAP recipients to achieve the expectations described in the program expectations section. Certain activities must be planned jointly and include HAB’s input. HRSA HAB must be aware of all project activities in sufficient time to provide input and/or assistance. This substantial involvement is in addition to the usual monitoring and technical assistance provided under the cooperative agreement.

As a cooperative agreement, HRSA programmatic involvement will include:

- Providing the expertise of HRSA HAB personnel and other relevant resources to support the efforts of the initiative activities;
- Facilitating partnership and communication with other federal agencies, particularly CDC, to improve coordination efforts;
- Facilitating collaboration with the TAP and SCP to assist in the development, implementation, coordination, and integration of initiative activities;
- Participating in the design and direction of the strategies, interventions, tools, and processes to be established and implemented for accomplishing the goals of the cooperative agreement;
- Approving uses of funds outside of existing allowable RWHAP costs and service categories;
- Providing ongoing review of the establishment and implementation of activities and measures for accomplishing the goals of the cooperative agreement;
- Participating, as appropriate, in conference calls and meetings that are conducted during the project period of the cooperative agreement;
- Reviewing and concurring with all information products prior to dissemination; and
- Facilitating the dissemination of project findings, best practices, evaluation data, and other information developed as part of this project to the broader network of RWHAP recipients.

In collaboration with HRSA, the cooperative agreement recipient’s responsibilities will include:

- Completing proposed initiative work plan activities within the five-year project period;
- Collaborating with HRSA on review of activities, procedures, and budget items, including timely communication with project officer;
- Developing and implementing a methodology, including proposed metrics, to measure the impact of proposed activities, as well as reporting on outcomes;
- Ensuring proposed activities are based on documented need, targeted for maximum impact on HIV care continuum outcomes, and designed to reach the identified target population(s);



- Coordinating the initiative activities with their existing RWHAP programs;
  - Collaborating with CDC funded organizations, health centers, and other local and state government agencies on implementing initiative activities;
  - Collaborating with the TAP and SCP on the development, implementation, coordination, and integration of initiative activities;
  - Developing a sustainability plan to support successful activities following conclusion of the cooperative agreement;
  - Modifying activities as necessary to ensure relevant outcomes for the project; and
  - Participating in the dissemination of project findings, best practices, and lessons learned, including adherence to HRSA guidelines pertaining to acknowledgment and disclaimer on all products produced by HRSA award funds
8. As a condition of accepting this award the recipient must adhere to all program policies and guidance governing the EHE program
9. If applicable, recipients must submit the Tangible Personal Property Report (TPPR) (SF-428) and any related forms. The report must be submitted within 90 days after the project period ends. Recipients are required to report all equipment with an acquisition cost of \$10,000 or more per unit acquired by the recipient with award funds. TPPRs must be submitted electronically through HRSA EHBs.
10. Recipients are required to track and report all program income on the annual Federal Financial Report. All program income earned must be used to further the objectives of the Ryan White HIV/AIDS Program. For additional information, see PCN #15-03 available online at <https://hab.hrsa.gov/program-grants-management/policy-notice-and-program-letters>.
11. Recipients must submit an annual Non-Competing Continuation (NCC) Progress Report via the HRSA EHBs 90 days prior to the budget period end date. Submission and HRSA approval of this NCC Progress Report triggers the budget period renewal and release of subsequent year funds. The report demonstrates recipient progress on program-specific goals and collects core performance measurement data to measure the progress and impact of the project.
12. For all action steps that require input from the HAB Project Officer and other HAB staff, you must allow for at least a three (3) week response time for information, approval, planning, or technical assistance. Work plan tables must be adjusted to include the minimum response time for all relevant activities.
13. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR § 75.352, requires recipients to monitor the activities of subrecipients to ensure funding is used only for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward, as well as to ensure that performance goals are achieved. Recipients must ensure that drug rebates and program income earned as a result of the RWHAP award are used only for allowable activities and only for purposes of the RWHAP award. See section 2616(g) of the Public Health Service Act and 45 CFR 75.307(e)(2). Therefore, recipients must monitor awards funded through drug rebates and/or program income.
14. Resumes/CV for key personnel supported by this cooperative agreement and not named in the FY 2025 application must be submitted to the HRSA Grants Management Office through the EHB Prior Approval Portal for review prior to appointment to the project. This requirement also includes all key personnel hired due to vacancy, resignation, termination or attrition subsequent to the issue date on the Notice of Award.
15. This award is subject to 45 CFR part 75—Uniform Administrative Requirements, Cost Principles, and Audit Requirement for HHS Awards.
16. During each budget period, recipients must include in their program budget travel support for key recipient staff members (one staff member must be the program director or a designated representative) to attend meetings/conferences identified by HRSA HAB as essential to EHE administration and implementation. HRSA HAB meetings may include, but are not limited to, the biennial National Ryan White Conference on HIV Care and Treatment, grant-specific Administrative Reverse Site Visits (ARSV), or targeted technical assistance events. Meetings may be up to 4 days and are generally held in the Washington, D.C. metropolitan area. If no essential meetings are held during the budget period, recipients can reallocate funds for other allowable grant expenses. Recipients must comply with 45 CFR Part 75.474 and all other applicable HHS and Federal policies governing travel supported under Federal assistance awards.
17. This action reflects a new document number. Please refer to this number when contacting the Payment Management System or submitting drawdown requests. Reporting on the Federal Financial Report (FFR) SF-425 Federal Cash Transaction Report (FCTR) should reflect this number for all disbursements related to this project period.
18. Funds may not be used for payments for any item or service to the extent that payment has been made, or reasonably can be expected to be made, with respect to that item or service under any state compensation program, insurance policy, federal or state health benefits program or by an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services).
- In addition, funds may not be used for the following purposes:
- ◊ Cash payment to intended recipients of services.
  - ◊ Clinical research.
  - ◊ International travel.

- ◊ Construction (minor alterations and renovations to an existing facility to make it more suitable for the purposes of the award program are allowable with prior HRSA approval).
  - ◊ Syringe Services Programs (SSPs). Some aspects of SSPs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy.
  - ◊ Pre Exposure Prophylaxis (PrEP) medications and related medical services or Post-Exposure Prophylaxis (PEP), as the person using PrEP or PEP does not have HIV and therefore not eligible for HRSA HAB initiative funded medication.
19. The recipient is required to establish and maintain a process for protecting client confidentiality throughout the project period. Client confidentiality requirements apply to all phases of the project.
  20. As outlined in Notice of Funding Opportunity HRSA-25-063, the only requirement for determining eligibility for EHE service provision is that the individual has a documented HIV diagnosis. HRSA expects that all new clients who are provided any services (whether EHE or RWHAP) in an EHE-funded jurisdiction will be counted as an EHE client.
  21. Funds may not be used by grantees or subcontractors for the purchase of vehicles without written approval from the Division of Grants Management Operations (DGMO).
  22. Consistent with Departmental guidance, HRSA recipients that purchase, are reimbursed or provide reimbursement to other entities for outpatient prescription drugs are expected to secure the best prices available for such products and to maximize results for the recipient organization and its patients. Eligible health care organizations/covered entities that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audit regarding 340B Program compliance. 340B Program requirements, including eligibility, can be found at [www.hrsa.gov/opa](http://www.hrsa.gov/opa).
  23. If the recipient expends any of the Initiative award on the AIDS Drug Assistance Program (ADAP), it must comply with data reporting requirements of the ADAP Data Report (ADR) for those funds. Acceptance of this award indicates that you will comply with data requirements of the ADR and will mandate compliance by each of your contractors and subcontractors. The ADR captures information necessary to demonstrate program performance and accountability. Please refer to the [ADR Webpage](#) for more information.
  24. Submit, every two (2) years, to the lead State or MTA agency for the EHE initiative, audits consistent with 45 CFR 75 Subpart F, regarding funds expended in accordance with this title.
  25. The EHE initiative specifies criteria for the expenditure of program funds as follows:
    - Recipient costs for grant administration may not exceed ten (10) percent of the grant award. Planning and evaluation costs may not exceed ten (10) percent of the grant award. Collectively, recipient administration and planning and evaluation costs may not exceed fifteen (15) percent of the grant award. The aggregate total of administrative expenditures for subrecipients, including all indirect costs, may not exceed 10 percent of the aggregate amount of all subawards.
    - If the recipient elects to expend funds for clinical quality management activities that amount shall not exceed the lesser of 5 percent of the total grant funds or \$3 million.
  26. Any recipients that collect rebates on ADAP medication purchases funded through EHE must adhere to outlined provisions in HRSA HAB PCN # 15-04: Utilization and Reporting of Pharmaceutical Rebates. See [https://hab.hrsa.gov/sites/default/files/hab/Global/pcn\\_15-04\\_pharmaceutical\\_rebates.pdf](https://hab.hrsa.gov/sites/default/files/hab/Global/pcn_15-04_pharmaceutical_rebates.pdf)
  27. Funds awarded for pharmaceuticals must only be spent to assist clients who have been determined not eligible for other pharmaceutical programs, especially the AIDS Drug Assistance Program and/or for drugs that are not on the State ADAP or Medicaid formulary.
  28. All recipients who are providing services under EHE that are available in the Medicaid State plan must have entered into a participation agreement under the State plan and be qualified to receive payments under such plan, or receive a waiver from this requirement.

## Standard Term(s)

1. Your organization must have policies, procedures, and financial controls to follow all the [General Terms and Conditions](#). HRSA awards are based on the application submitted and approved by HRSA. All awards are subject to the General Terms and Conditions, in addition to those included in the Notice of Award or referenced in documents and attachments.

## Reporting Requirement(s)

1. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.**

The recipient must submit, within 90 days after budget period end date, an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **All FFRs must be submitted through the Payment Management**

**System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal ([PMS Self-Service Web Portal](#)), or calling 877-614-5533.

**2. Due Date: 09/30/2025**

Biannual Progress Report: Recipients must submit two progress reports during the budget period via the HRSA Electronic Handbooks (EHB) system. The information will include recipient progress on program specific goals and strategies; key accomplishments including a list of all developed materials, tools and websites; barriers encountered and how resolved; and responses to summary questions regarding overall impact. Recipients must submit the report on-line in the EHBs. The format for these reports will be provided by the program staff within the EHB.

**3. Due Date: 03/31/2026**

Biannual Progress Report: Recipients must submit two progress reports during the budget period via the HRSA Electronic Handbooks (EHB) system. The information will include recipient progress on program specific goals and strategies; key accomplishments including a list of all developed materials, tools and websites; barriers encountered and how resolved; and responses to summary questions regarding overall impact. Recipients must submit the report on-line in the EHBs. The format for these reports will be provided by the program staff within the EHB.

**4. Due Date: Within 90 Days of Project End Date**

The recipient must submit an annual Initiative Expenditure Report.

**5. Due Date: 03/30/2026**

Submit the Ryan White Services Report (RSR) which consists of recipient, service provider, and client level reports for the calendar year via the EHBs by 6:00 PM ET on the last Monday in March. See <http://hab.hrsa.gov/manageyourgrant/reportingrequirements.html> for additional information

**6. Due Date: 06/15/2025**

As a condition of accepting this award the recipient must comply with data requirements of the Ending the HIV Epidemic Aggregate Module and will mandate compliance by each of your subrecipients. EHE funded subrecipients must submit a report of aggregate data on a triannual basis. Subrecipients will report using a standard template that captures aggregate counts of services received by clients during the triannual period. Further information on additional data needed for this report will be available in the NOA.

**7. Due Date: 10/15/2025**

As a condition of accepting this award the recipient must comply with data requirements of the Ending the HIV Epidemic Aggregate Module and will mandate compliance by each of your subrecipients. EHE funded subrecipients must submit a report of aggregate data on a triannual basis. Subrecipients will report using a standard template that captures aggregate counts of services received by clients during the triannual period. Further information on additional data needed for this report will be available in the NOA.

**8. Due Date: 02/15/2026**

As a condition of accepting this award the recipient must comply with data requirements of the Ending the HIV Epidemic Aggregate Module and will mandate compliance by each of your subrecipients. EHE funded subrecipients must submit a report of aggregate data on a triannual basis. Subrecipients will report using a standard template that captures aggregate counts of services received by clients during the triannual period. Further information on additional data needed for this report will be available in the NOA.

**Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.**

## Contacts

### NoA Email Address(es):

Name	Role	Email
Victor Scott	Program Director	vscott@ph.lacounty.gov

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter☐ Board Memo☐ Other

CLUSTER AGENDA REVIEW DATE	5/28/2025	
BOARD MEETING DATE	6/17/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
DEPARTMENT(S)	Public Health	
SUBJECT	Delegated authority to amend five HIV Care contracts AIDS Healthcare Foundation, as needed.	
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 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	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: N/A	
	TERMS (if applicable): N/A	
	Explanation:	
PURPOSE OF REQUEST	Public Health is requesting for delegated authority to amend up to five HIV Care Services contracts, as needed.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended actions will allow Public Health to execute, as needed, amendments to five HIV care services contracts to increase or decrease funding above or below the annual base maximum obligation. Due to ongoing uncertainty of federal commitments from Health Resources and Services Administration. Public Health's ability to maintain critical HIV care services at the same funding levels has been impacted..	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations. Promote linkage to care and retention in high quality HIV care and ensure timely access to HIV treatment and other support services as needed. These services are provided to populations in disadvantaged areas and to those who are not accessing care and treatment services.	
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) <b>Alliance for Health Integration</b> ; These services integrate services across health services and public health to assist client's access to care and address mental health	

<b>DEPARTMENTAL CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:</p> <ol style="list-style-type: none"><li>1. Joshua Bobrowsky, Director Government Affairs, Public Health (213) 288-7871, <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a></li><li>2. Mario Perez, Director, Division of HIV and STD Programs (213) 351-8001, <a href="mailto:mjperez@ph.lacounty.gov">mjperez@ph.lacounty.gov</a></li><li>3. Emily Issa, Senior Deputy County Counsel (213) 974-1827, <a href="mailto:Eissa@counsel.lacounty.gov">Eissa@counsel.lacounty.gov</a></li></ol>
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DRAFT



**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

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[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)

**BOARD OF SUPERVISORS**

**Hilda L. Solis**  
First District

**Holly J. Mitchell**  
Second District

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Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

June 17, 2025

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

Dear Supervisors:

**DELEGATED AUTHORITY TO AMEND FIVE HIV CARE SERVICES  
CONTRACTS WITH AIDS HEALTHCARE FOUNDATION  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Delegate authority to amend five HIV Care Services contracts with AIDS Healthcare Foundation, as needed.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of Public Health, or designee, to execute, as needed, amendments to five HIV Care Services contracts listed with the current funding levels in Attachment A that provide an increase or decrease in funding above or below the annual base maximum obligation, based on the availability of federal, State, and/or County resources, effective upon amendment execution or at the beginning of the applicable contract budget period; update the statement of work and/or scope of work as necessary; and/or correct errors in the contracts' terms and conditions for benefit specialty services (BSS), mental health services (MH) and oral healthcare services (OHS) through February 28, 2026, for transportation services through February 29, 2028, and core HIV services which include ambulatory outpatient medical services (AOM), medical care coordination services (MCC), and patient support services (PSS) through February 28, 2029,

subject to review and approval by County Counsel, and notification to your Board and the CEO.

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

Under Board Letter number 08191, scheduled for the June 17, 2025 Board Agenda, the Department of Public Health (Public Health) is requesting approval to authorize and instruct the Director of the Public Health, or designee, to accept Award Number 2 UT8HA33928-06-00 from the Health Resources and Services Administration (HRSA), Assistance Listing Number 93.686, for Ending the HIV Epidemic (EHE): A Plan for America – Ryan White HIV/AIDS Program (RWHAP) Parts A and B, in the amount of \$3,321,008, for the period of March 1, 2025 through February 28, 2026. The referenced award supports these five HIV care services contracts in addition to many other HIV care services contracts not included in this Board Letter. This Board Letter is a supplement to that Board Letter and is being brought before the Board separately in order to meet the requirements of the Levine Act.

Approval of Recommendation 1 will allow Public Health to execute, as needed, amendments to five HIV care services contracts listed in Attachment A, to increase or decrease funding 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, based on the availability of federal, State, and/or County resources through the entire term for each of the service categories. Due to ongoing uncertainty of federal commitments from HRSA for RWHAP Part A funds and HRSA EHE funds historically made available to health departments across the country, Public Health's ability to maintain critical HIV care services at the same funding levels has been impacted.

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

The recommended actions support North Star 2, Strategy Public Health and Economic Health of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

Current funding levels are included in Public Health's fiscal year (FY) 2024-2025 Final Adopted Budget. Any changes to funding levels for future FYs will be updated, as necessary.

There is no net County cost associated with this action.

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

As required under Board Policy 5.120, your Board was notified on May 12, 2025, of Public Health's request to allow an increase or decrease in funding above 10%, based on the availability of federal, State, and/or County resources, as needed, for future actions for 84 HIV care services contracts through various terms through February 28, 2029.

Since 2019, Public Health, Division of HIV and STD Program (DHSP) has increased its investment to support a broader portfolio of services, including the Emergency Financial Assistance and Emergency Rental Assistance services supported through both the RWP and EHE Initiative. Based on recent expenditures, DHSP has noticed higher than anticipated spending levels across several service categories, including but not limited to, AOM, OHS and Housing-related service categories. The delegated authority to make contract adjustments above the standard 10% eliminates the need for multiple Board actions and can allow Public Health to modify contracts to not only decrease funding but also restore funding levels if federal funding commitments or other allowable resources become available.

Public Health will work with the Los Angeles County (LAC) Commission on HIV to review allocation levels across service categories and ensure that any funding shifts are closely aligned with service category priorities.

Attachment A provides a list of HIV Care Services contracts that are eligible for funding shifts beyond the standard 10% delegated authority, as needed, for various terms through February 28, 2029.

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

Approval of the recommended actions will allow Public Health to adjust funding levels as needed for HIV Care services.

Respectfully submitted,

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

BF:vp  
BL#08211

Enclosure

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 CARE SERVICES  
FIVE CONTRACTS**

Contractor		Contract No.	Current Term Annual Maximum Obligation (Year 35) 3/1/25- 2/28/26	Service Planning Area(s) of Service Delivery Sites	Supervisory District(s) of Service Delivery Sites
<b>1. BENEFIT SPECIALTY SERVICES</b>					
1	AIDS Healthcare Foundation	PH-002897	\$ 350,646	2, 4, 5, 7	1, 3, 4
<b>TOTAL BENEFIT SPECIALTY SERVICES</b>			<b>\$ 350,646</b>		
<b>2. MENTAL HEALTH SERVICES</b>					
2	AIDS Healthcare Foundation	PH-003359	\$ 614,225	4 & 5	1, 2, & 3
<b>TOTAL MENTAL HEALTH SERVICES</b>			<b>\$ 614,225</b>		
<b>3. ORAL HEALTHCARE SERVICES</b>					
3	AIDS Healthcare Foundation	PH-003799	\$ 1,117,367	4	1
<b>TOTAL ORAL HEALTHCARE SERVICES</b>			<b>\$ 1,117,367</b>		
<b>4. CORE HIV SERVICES (AOM, MCC AND PSS)</b>					
4	AIDS Healthcare Foundation	PH-005726	\$ 4,062,434	1 - 8	1 - 5
<b>TOTAL CORE HIV SERVICES</b>			<b>\$ 4,062,434</b>		
<b>5. TRANSPORTATION SERVICES</b>					
5	AIDS Healthcare Foundation	PH-005706	\$ 53,076	1 - 8	1 - 5
<b>TOTAL TRANSPORTATION SERVICES</b>			<b>\$ 53,076</b>		
<b>GRAND TOTAL OF CARE SERVICES</b>			<b>\$ 6,197,748</b>		

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter☐ Board Memo☐ Other

CLUSTER AGENDA REVIEW DATE	5/28/2025	
BOARD MEETING DATE	6/17/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
DEPARTMENT(S)	Public Health	
SUBJECT	Delegated authority to amend five HIV Care contracts with Tarzana Treatment Centers, Inc., as needed.	
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 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	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: N/A	
	TERMS (if applicable): N/A	
	Explanation:	
PURPOSE OF REQUEST	Public Health is requesting for delegated authority to amend up to five HIV Care Services contracts, as needed.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended actions will allow Public Health to execute, as needed, amendments to five HIV care services contracts to increase or decrease funding above or below the annual base maximum obligation. Due to ongoing uncertainty of federal commitments from Health Resources and Services Administration. Public Health's ability to maintain critical HIV care services at the same funding levels has been impacted.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations. Promote linkage to care and retention in high quality HIV care and ensure timely access to HIV treatment and other support services as needed. These services are provided to populations in disadvantaged areas and to those who are not accessing care and treatment services.	
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) <b>Alliance for Health Integration</b> ; These services integrate services across health services and public health to assist client's access to care and address mental health.	

<b>DEPARTMENTAL CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:</p> <ol style="list-style-type: none"><li>1. Joshua Bobrowsky, Director Government Affairs, Public Health (213) 288-7871, <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a></li><li>2. Mario Perez, Director, Division of HIV and STD Programs (213) 351-8001, <a href="mailto:mjperez@ph.lacounty.gov">mjperez@ph.lacounty.gov</a></li><li>3. Emily Issa, Senior Deputy County Counsel (213) 974-1827, <a href="mailto:Eissa@counsel.lacounty.gov">Eissa@counsel.lacounty.gov</a></li></ol>
----------------------------------	--





**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

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**BOARD OF SUPERVISORS**

**Hilda L. Solis**  
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**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

**DRAFT**

June 17, 2025

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

Dear Supervisors:

**DELEGATED AUTHORITY TO AMEND FIVE HIV CARE SERVICES  
CONTRACTS WITH TARZANA TREATMENT CENTERS, INC.  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Delegate authority to amend five HIV Care Services contracts with Tarzana Treatment Centers, Inc., as needed.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of Public Health, or designee, to execute, as needed, amendments to five HIV Care Services contracts listed with the current funding levels in Attachment A that provide an increase or decrease in funding above or below the annual base maximum obligation, based on the availability of federal, State, and/or County resources, effective upon amendment execution or at the beginning of the applicable contract budget period; update the statement of work and/or scope of work as necessary; and/or correct errors in the contracts' terms and conditions for benefit specialty services (BSS), substance use disorder transitional housing services (SUDTH), through February 28, 2026, for transportation services through February 29, 2028, and core HIV services, which include ambulatory outpatient medical services (AOM), medical care coordination services (MCC), and patient support services (PSS) through February 28, 2029,

subject to review and approval by County Counsel, and notification to your Board and the CEO.

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

Under Board Letter number 08191, scheduled for the June 17, 2025 Board Agenda, the Department of Public Health (Public Health) is requesting approval to authorize and instruct the Director of the Public Health, or designee, to accept Award Number 2 UT8HA33928-06-00 from the Health Resources and Services Administration (HRSA), Assistance Listing Number 93.686, for Ending the HIV Epidemic (EHE): A Plan for America – Ryan White HIV/AIDS Program (RWHAP) Parts A and B, in the amount of \$3,321,008, for the period of March 1, 2025 through February 28, 2026. The referenced award supports these five HIV care services contracts in addition to many other HIV care services contracts not included in this Board Letter. This Board Letter is a supplement to that Board Letter and is being brought before the Board in order to meet the requirements of the Levine Act.

Approval of Recommendation 1 will allow Public Health to execute, as needed, amendments to five HIV care services contracts listed in Attachment A, to increase or decrease funding 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, based on the availability of federal, State, and/or County resources through the entire term for each of the service categories. Due to ongoing uncertainty of federal commitments from HRSA for RWHAP Part A funds and HRSA EHE funds historically made available to health departments across the country, Public Health's ability to maintain critical HIV care services at the same funding levels has been impacted.

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

The recommended actions support North Star 2, Strategy Public Health and Economic Health of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

Current funding levels are included in Public Health's fiscal year (FY) 2024-2025 Final Adopted Budget. Any changes to funding levels for future FYs will be updated, as necessary.

There is no net County cost associated with this action.

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

As required under Board Policy 5.120, your Board was notified on May 12, 2025, of Public Health's request to allow an increase or decrease in funding above 10%, based on the availability of federal, State, and/or County resources, as needed, for future actions for 84 HIV care services contracts through various terms through February 28, 2029.

Since 2019, Public Health, Division of HIV and STD Program (DHSP) has increased its investment to support a broader portfolio of services, including the Emergency Financial Assistance and Emergency Rental Assistance services supported through both the RWP and EHE Initiative. Based on recent expenditures, DHSP has noticed higher than anticipated spending levels across several service categories, including but not limited to, AOM, OHS and Housing-related service categories. The delegated authority to make contract adjustments above the standard 10% eliminates the need for multiple Board actions and can allow Public Health to modify contracts to not only decrease funding but also restore funding levels if federal funding commitments or other allowable resources become available.

Public Health will work with the Los Angeles County (LAC) Commission on HIV to review allocation levels across service categories and ensure that any funding shifts are closely aligned with service category priorities.

Attachment A provides a list of HIV Care Services contracts that are eligible for funding shifts beyond the standard 10% delegated authority, as needed, for various terms through February 28, 2029.

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

Approval of the recommended actions will allow Public Health to adjust funding levels as needed for HIV Care services.

Respectfully submitted,

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

BF:vp  
BL#08210

Enclosure

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 CARE SERVICES  
FIVE CONTRACTS**

Contractor		Contract No.	Current Term Annual Maximum Obligation (Year 35) 3/1/25- 2/28/26	Service Planning Area(s) of Service Delivery Sites	Supervisory District(s) of Service Delivery Sites
<b>1. BENEFIT SPECIALTY SERVICES</b>					
1	Tarzana Treatment Centers, Inc.	PH-002903	\$ 171,850	2	3
2	Tarzana Treatment Centers, Inc. (SPA 1)	PH-001537	\$ 135,529	1	5
<b>TOTAL BENEFIT SPECIALTY SERVICES</b>			<b>\$ 307,379</b>		
<b>2. SUBSTANCE USE DISORDER, TRANSITIONAL HOUSING SERVICES</b>					
3	Tarzana Treatment Centers, Inc.	H-701004	\$ 1,259,250	1 - 8	1 - 5
<b>TOTAL SUBSTANCE USE DISORDER, TRANSITIONAL HOUSING SERVICES</b>			<b>\$ 1,259,250</b>		
<b>3. CORE HIV SERVICES (AOM, MCC AND PSS)</b>					
4	Tarzana Treatment Centers, Inc.	PH-005725	\$ 719,160	2	3
<b>TOTAL CORE HIV SERVICES</b>			<b>\$ 719,160</b>		
<b>4. TRANSPORTATION SERVICES</b>					
5	Tarzana Treatment Centers, Inc.	PH-005705	\$ 174,338	1 - 8	1 - 5
<b>TOTAL TRANSPORTATION SERVICES</b>			<b>\$ 174,338</b>		
<b>GRAND TOTAL OF CARE SERVICES</b>			<b>\$ 2,460,127</b>		

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter☐ Board Memo☐ Other

CLUSTER AGENDA REVIEW DATE	5/28/2025	
BOARD MEETING DATE	6/17/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
DEPARTMENT(S)	Mental Health	
SUBJECT	Approval to Execute New and Extend the Term of Existing Contracts with Metropolitan and Patton State Hospitals to Provide Patient/Client Transportation Support Services	
PROGRAM	NA	
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 <b>If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.</b>	
DEADLINES/ TIME CONSTRAINTS	6/10/2025	
COST & FUNDING	Total cost: \$735,000- Metro \$ 269,400- Patton	Funding source: Mental Health Realignment Revenue
	TERMS (if applicable): July 1, 2025- June 30, 2028 Explanation:	
PURPOSE OF REQUEST	This Board Letter will allow DMH to execute new and extend the term of the existing contracts with Metropolitan State Hospital and Patton State Hospital for the continued provision of patient/client transportation services and to execute future State Hospital contracts, as necessary.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The current Contracts with Metro and Patton are expiring on June 30, 2025, LPS patients/clients are judicially committed to State Hospitals under California Welfare and Institutions Code (WIC) Sections 4017, 5602, and 5652.5 and are periodically required to appear at various Los Angeles County courts for legal proceedings as such it is DMH's intent to continue contracting with these State Hospitals as they provide these necessary and specialized services. With the changes being made at the Federal level, the State requires additional time to negotiate and review their new Contracts. As such, an extension of their current Contract is necessary to prevent any interruption to these vital services.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The transportation services support LPS-conserved clients—many of whom come from underserved communities—and help ensure they can attend court hearings and receive necessary treatment. This helps remove barriers to access and supports more equitable outcomes, especially for individuals who are often impacted by structural inequities in the legal and mental health systems.	
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: <b>Care First, Jails Last</b> – by providing alternatives to incarceration through safe, community-based transport options for individuals with serious mental illness. <b>Health Integration</b> – by continuing coordination between DMH and State Hospitals to ensure clients receive connected and consistent care. <b>Anti-Racism, Diversity, and Inclusion (ARDI)</b> – by addressing access gaps and supporting equitable service delivery for vulnerable populations.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Rachel Kleinberg, Senior Deputy County Counsel, 213.974.7735, <a href="mailto:rkleinberg@counsel.lacounty.gov">rkleinberg@counsel.lacounty.gov</a> Jaclyn Baucum, Senior Deputy Director, 213.943.838, <a href="mailto:Jbaucum@dmh.lacounty.gov">Jbaucum@dmh.lacounty.gov</a>	



# 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

June 10, 2025

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

Dear Supervisors:

**APPROVAL TO EXECUTE NEW AND EXTEND THE TERM OF EXISTING  
CONTRACTS WITH METROPOLITAN AND PATTON STATE HOSPITALS TO  
PROVIDE PATIENT/CLIENT TRANSPORTATION SUPPORT SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to execute new and extend the term of the existing contracts with Metropolitan State Hospital and Patton State Hospital for the continued provision of patient/client transportation services and to execute future State Hospital contracts, as necessary.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute new contracts, substantially similar to Attachment I, with Metropolitan State Hospital (Metro) and Patton State Hospital (Patton). The contracts will be effective upon execution, through June 30, 2028. The Total Contract Amount (TCA) per Fiscal Year (FY) for FY 2025-26 through FY 2027-28 will be \$245,000 for Metro and \$89,800 for Patton, fully funded by 2011 Realignment Mental Health revenue.
2. Approve and authorize the Director, or designee, to prepare, sign, and execute an amendment, substantially similar to Attachment II, to extend the term for the existing Department of State Hospital contracts for the provision of Patient/Client

Transportation Services, with Metro and Patton, on a month-to-month basis for a maximum of six months while the parties are finalizing the negotiations of the new contract in Recommendation 1. The amendment will be effective July 1, 2025, through December 31, 2025, and will be prorated based on the month-to-month extensions. The TCA for Metro is \$122,500 and for Patton is \$44,900, fully funded by 2011 Realignment Mental Health revenue.

3. Delegate authority to the Director, or designee, to prepare, sign, and execute contracts, substantially similar to Attachment I, with other State Hospitals, as necessary, provided that: 1) sufficient funds are available; 2) and any new State Hospital contracts are subject to the prior review and approval by County Counsel, with written notice to the Board and the Chief Executive Office (CEO).
4. Delegate authority to the Director, or designee, to prepare, sign, and execute amendments to the contracts described in Recommendations 1 and 3 to exercise an optional contract extension of up to one year; revise the language; add, delete, modify, or replace the Statement of Work (SOW); reflect federal, State, and County regulatory and/or policy changes; revise the budget and the TCA, provided that: 1) the increase does not exceed 20 percent of the approved TCA; and 2) sufficient funds are available. These amendments will be subject to prior review and approval as to form by County Counsel, with written notice to the Board and CEO.
5. Delegate authority to the Director, or designee, to terminate the contracts described in Recommendations 1, 2, and 3 in accordance with the contract's termination provisions, including Termination for Convenience. The Director, or designee, will notify your Board and CEO, in writing, of such termination action.
6. Exempt the State Hospital Transportation contracts described in Recommendations 1 and 3 from requirements under Board Policy No. 5.100 (Sole Source Contracts and Amendments).

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

Board approval of Recommendation 1 will allow the Department of Mental Health (DMH) to execute new contracts with Metro and Patton State Hospitals to continue providing transportation support services to mentally ill hospital patient/clients who are Lanterman-Petris-Short (LPS) conservatees of Los Angeles County.

Board approval of Recommendation 2 will allow DMH to execute an amendment to the current State Hospital contracts with Metro and Patton on a month-to-month basis until the new State Hospital contracts are finalized.

Board approval of Recommendation 3 will allow DMH to execute future State Hospital transportation contracts, provided that sufficient funds are available.

Board approval of Recommendation 4 will enable DMH to execute amendments to the contracts in Recommendations 1 and 3, to exercise one optional extension revised contract language; add, delete, modify, or replace the SOW; and revise the budget and TCA, not to exceed 20 percent, as necessary, without interruption to services.

Board approval of Recommendation 5 will allow DMH to terminate the contract in accordance with the termination provisions, including Termination for Convenience, in a timely manner, as necessary.

Board approval of Recommendation 6 will allow DMH to execute State Hospital transportation contracts for LPS clients/patients expeditiously and amend said contracts timely. The designated facility must provide transport and escort to and from, and supervision of patients at all mental health-related court hearings. Although DMH must obtain Board approval when it exceeds its delegated authority, seeking an additional six-month advance notification to the Board will delay access to these necessary and specialized services.

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

The recommended actions support the County's Strategic Plan North Star 1, Make Investments That Transform Lives, via Focus Area Goal D – Support Vulnerable Populations; and County's Strategic Plan North Star 2, Foster Vibrant and Resilient Communities, via Focus Area Goal C – Public Safety.

### **FISCAL IMPACT/FINANCING**

The TCA for FY 2025-26 funding for Metro and Patton is \$245,000 and \$89,800, respectively, fully funded by 2011 Realignment Mental Health revenue and is included in DMH's FY 2025-26 annual budget.

Funding for future fiscal years 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**

The current contracts with Metro and Patton expire on June 30, 2025, and DMH's intent is to continue contracting with these State Hospitals as they provide necessary and specialized services. LPS patients/clients are judicially committed to State Hospitals under California Welfare and Institutions Code (WIC) Sections 4017, 5602, and 5652.5 and are periodically required to appear in various Los Angeles County courts for legal proceedings. In some cases, patients/clients are identified as extremely dangerous and considered a serious Absent Without Official Leave (AWOL) risk. State Hospitals have the necessary personnel, facilities, equipment, and vehicles to adequately provide the services needed to ensure the safety of these patients/clients and the communities where proceedings are held. With the changes being made at the Federal level, the State requires additional time to negotiate and review their new contracts. As such, an extension of their current contract is necessary to prevent any interruption to these vital services.

The Department of State Hospitals is a constitutionally-created governmental entity and requests that the following Board policies be waived, as these provisions are either contrary to State civil service procedures or do not apply to State agencies: Board Policy No. 5.110 (Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List); Board Policy 5.050 (Consideration of Hiring GAIN-START Participants); and Board Policy No. 5.065 (Contractor's Charitable Activities Compliance). Additionally, as State institutions, they have requested a change to the County indemnification provision. Mutual indemnification language has been added to the County's standard indemnification provision. As such, the State Hospitals would be responsible for any loss arising from this contract unless the loss or damage is caused by the County. The inclusion of the mutual indemnification language is within reason and does not significantly impact the County.

Under Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH is required to notify your Board four weeks prior to beginning negotiations for new sole source contracts and six months in advance before amending any resultant contract. DMH is requesting that these State Hospital transportation contracts be exempt from these requirements as this is an essential and specialized service to ensure that LPS designated clients/patients receive timely access to safe and secure transportation and support to attend court hearings. The designated facility must provide transport and escort to and from, and supervision of patients at all mental health-related court hearings.

Attachment III lists the Contractors' Headquarter Addresses and Supervisorial District(s).

In accordance with Board Policy No. 5.120 (Authority to Approve Increases to Board-Approved Contract Amounts), DMH notified your Board on May 22, 2025, (Attachment IV) of its intent to request delegated authority of more than 10 percent.

As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure the contractor's compliance with all contract terms and performance standards.

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

Board approval of these contracts will ensure the uninterrupted and safe transportation support services provided to mentally ill State Hospital patients/clients who are LPS conservatees of Los Angeles County.

Respectfully submitted,

LISA H. WONG, Psy.D.  
Director

LHW:RH:KN  
SK:ZW:atm

Attachments (4)

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



**CONTRACT BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**DEPARTMENT OF STATE HOSPITALS  
Insert State Hospital Provider Legal Name**

**FOR  
PATIENT/CLIENT TRANSPORTATION SERVICES**

MH

**Contract Number**

N/A

**Legal Entity Number**

\_\_\_\_\_

\_\_\_\_\_

**Contractor Headquarters Address**

**Vendor Number**

Contractor Headquarters' Supervisorial District \_\_\_\_\_

Contractor Headquarters' Service Area \_\_\_\_\_

Mental Health Supervisorial District(s) \_\_\_\_\_

Mental Health Service Area(s) \_\_\_\_\_

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## **EXHIBITS**

- A** Statement of Work and Attachments
- B** Budget
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
  - F1** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law

## **UNIQUE EXHIBITS**

- H** Intentionally Omitted
- I** Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- J** Charitable Contributions Certification
- K** Attestation Regarding Information Security Requirements



**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
DEPARTMENT OF STATE HOSPITALS  
FOR  
PATIENT/CLIENT TRANSPORTATION SERVICES**

This Contract ("Contract") made and entered into on **Enter Date ("Execution Date")** by and between the County of Los Angeles, hereinafter referred to as "County" and **Contractor Name**, hereinafter referred to as "Contractor". **Contractor Name** is located at **Contractor Address**.

**RECITALS**

WHEREAS, the Contractor is a State of California entity providing specialized transportation services to Mental Health patients who are Lanterman-Petris-Short (LPS) conservatees of Los Angeles County; and

WHEREAS, County desires to obtain from the State of California, certain personnel, facilities, equipment, and services needed to provide transportation support services for mental health patients on trips into the community for the purpose of court appearances under the provisions of Division 5 (commencing with Section 5000) of California Welfare and Institutions Code (WIC) in accordance with WIC Sections 4017, 5602 and 5652.5; and

WHEREAS, Contractor has the necessary personnel, facilities, equipment, and services to adequately provide such mental health transportation support services; and

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles to provide these services by contract; and

WHEREAS, County's Director of Mental Health or authorized designee (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Director shall exercise general supervision over services provided hereunder in accordance with WIC Section 5608.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

The exhibits below are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Budget
Exhibit C	Intentionally Omitted
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law

### Unique Exhibits:

Exhibit H	Intentionally Omitted
Exhibit I	Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Exhibit J	Intentionally Omitted
Exhibit K	Attestation Regarding Information Security Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

## 2.0 DEFINITIONS

### 2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.

- 2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.6 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.7 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.9 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Department:** The County of Los Angeles Department of Mental Health, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Director:** Director of Department.
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.15 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

- 2.1.16 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.
- 3.3 Patients'/Clients' Rights**
- 3.3.1 Contractor must comply with all applicable patients'/clients' rights provisions, including, but not limited to, WIC Section 5325 et seq., CCR Title 9, Section 850 et seq., and CCR Title 22. Further, Contractor shall comply with all patients'/clients' rights policies provided by County. County Patients' Rights Advocates must be given access by Contractor to all patients'/clients, patients'/clients' records, and Contractor's personnel in order to monitor Contractor's compliance with provisions of this Contract as well as all applicable statutes, regulations, manuals, and policies.
- 3.4 Reporting of Patient/Client Abuse and Related Personnel Requirements**
- 3.4.1 Elder and Dependent Adult Abuse Reporting: Contractor, and all persons employed by Contractor, will comply with WIC Section 15600 et seq. and will report all known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by WIC Sections 15630, and permitted by Sections 15631 and 15632. Contractor and all persons employed by Contractor will make the report on such abuse, and will submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.
- 3.4.2 Minor Child(ren) Abuse Reporting: Contractor and all persons employed by Contractor, will comply with California Penal Code Section 11164 et seq. and will report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code Sections 11164, 11165.9, and 11166. Contractor and all persons employed by Contractor, will make the report on such abuse, and will submit all required information, in accordance with California Penal Code Sections 11166 and 11167.

### 3.4.3 Contractor Staff

- 3.4.3.1 Contractor will ensure that any person who enters into employment as a care custodian of elders, dependent adults or minor children, or who enters into employment as a health or other practitioner, prior to commencing employment, and as a prerequisite to that employment, must sign, on a form provided by Contractor in accordance with the above code sections, a statement to the effect that such person has knowledge of, and will comply with, these code sections.
- 3.4.3.2 Contractor will ensure that clerical and other non-treatment staff who are not legally required to report suspected cases of abuse, consult with mandated reporters upon suspecting any abuse.
- 3.4.3.3 For the safety and welfare of elders, dependent adults, and minor children, Contractor will, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective employees and shall not employ or continue to employ any person convicted of any crime involving any harm to elders, dependent adults, or minor children.
- 3.4.3.4 Contractor will not employ or continue to employ any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Contractor.

## 4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be effective July 1, 2025, through June 30, 2028, unless either party desires to terminate this Contract in accordance with paragraph 8.42 (Termination for Convenience).
- 4.2 The County will have the option to extend this Contract term for up to one additional year, for a maximum total Contract term of four years. This extension option may be exercised at the sole discretion of the Director or their designee as authorized by the Board of Supervisors.

The County maintains a database to track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

## **5.0 CONTRACT AMOUNT**

### **5.1 Total Contract Amount**

**5.1.1** The Total Contract Amount (TCA) per fiscal year is \_\_\_\_\_ DOLLARS (\$) as specified in Exhibit B (Budget).

**5.1.2** County will pay Contractor one hundred percent of Contractor's actual direct costs and allocated administrative costs for such services, not to exceed the amounts described in accordance with the budgeted amounts set forth in Exhibit B (Budget), less patient fees paid. Actual costs for services may be determined, in County's sole discretion, by a post-Contract audit conducted by County in accordance with Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

**5.1.3** The Department may increase the total contract amount by up to 20%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County, nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

### **5.2 Written Approval for Reimbursement**

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

### **5.3 Notification of 75% of Total Contract Amount**

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).



#### **5.4 No Payment for Services Provided Following Expiration-Termination of Contract**

The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

#### **5.5 Invoices and Payments**

**5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

**5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Budget). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

**5.5.3** The Contractor must submit the monthly invoices) to the County by the 15th calendar day of the month following the month of service. Payments for services billed through invoices will be paid within 60 calendar days after receipt of a complete and accurate invoice, subject to the limitations and conditions specified in Exhibit A (Statement of Work and Attachments) of this contract.

At any time, If the County reasonably determines from a review of Contractor's service and billing records that the Contractor failed to deliver required services associated with this Contract and/or SOW, County shall have the right to adjust and/or recover payment(s) associated with such service(s). The recovery from Contractor shall be made through cash payment made by Contractor to County and/or County offsets from future payment(s).

This Contract is also subject to any additional restrictions, limitations, or conditions imposed by the State, and federal government which may in any way affect the provisions of payment or funding of this Contract.

**5.5.4** At any time, DMH has the discretion to deny payment, in full or in part, if the Contractor did not meet the outcomes/performance requirements outlined in the SOW (Exhibit A).

**5.5.5** All invoices under this Contract must be submitted in two (2) copies to the following address: [APSEUIquiry@dmh.lacounty.gov](mailto:APSEUIquiry@dmh.lacounty.gov).

**5.5.6 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.5.7 Preference Program Enterprises - Prompt Payment Program**

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

**5.6 Intentionally Omitted**

**5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

**5.7.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

**5.7.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

**5.7.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

**5.7.4** At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with DMH, will decide whether to approve exemption requests.



## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County's Administration**

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

### **6.2 County's Project Director**

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County's Project Manager**

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

### **6.4 County's Project Monitor**

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

### **6.5 County's Contract Analyst**

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

### **7.2 Contractor's Authorized Official(s)**

**7.2.1** The Contractor's Authorized Official(s) is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

**7.2.2** The Contractor's Authorized Official(s) will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Project Monitor on a regular basis.

### **7.3 Approval of Contractor's Staff**

Contractor will provide qualified personnel to perform work and provide deliverables as indicated in the Contract. Based upon whether Contractor's staff pass or do not pass the required County background clearance investigation County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Authorized Official(s) .

### **7.4 Contractor's Staff Identification**

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

### **7.5 Background and Security Investigations**

**7.5.1** Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, or upon County's request, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract.

Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

**7.5.2** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

**7.5.3** These terms will also apply to subcontractors of County contractors.

**7.5.4** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

**7.6.1** Contractor must maintain the confidentiality of all records and information including, but not limited to, claims, County records, patient/client records and information, and County claims processing information system records, in accordance with WIC Sections 5328 through 5330, inclusive, and 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.

**7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor's Authorized Official and by the Director or designee.
- 8.1.2** The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor's Authorized Official and by the Director or designee.
- 8.1.3** The Director or designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor's Authorized Official and by the Director or designee.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any

payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

**8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 Budget Reductions**

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

### **8.5 Complaints**

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

#### **8.5.1 Complaint Procedures**

- Within 10 business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.

- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within 10 business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 10 business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Project Manager within 10 business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

**8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

**8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to



reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

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

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

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

### **8.8.2 Written Employee Jury Service Policy**

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the

Contractor deduct from the Employee's regular pay the fees received for jury service.

- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.



## **8.9 Conflict of Interest**

**8.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**8.9.2** The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

## **8.10 Intentionally Omitted**

## **8.11 Intentionally Omitted**

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management;

3) material evidence discovered after debarment was imposed; or  
4) any other reason that is in the best interests of the County.

- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County contractors.

### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

**8.14.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family

and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2** As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### **8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

### **8.16 Damage to County Facilities, Buildings or Grounds**

- 8.16.1** The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

### **8.17 Employment Eligibility Verification**

- 8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others

and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law. The County understands that Contractor is not required to provide copies of I-9 forms to the County for review.

- 8.17.2** The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 Counterparts and Electronic Signatures and Representations**

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

#### **8.19 Fair Labor Standards**

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.20 Force Majeure**

- 8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other

natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

**8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

**8.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

## **8.22 Independent Contractor Status**

**8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.



- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

### **8.23 Indemnification**

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, but only in proportion to and to the extent of the negligent or intentional acts or omissions of Contractor, its officers, agents, and employees.

The County must indemnify, defend, and hold harmless the Contractor, its trustees, officers, employees, agents ("Contractor Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, but only in proportion to and to the extent of the negligent or intentional acts or omissions of County, its Special Districts, elected and appointed officers, agents, and employees.

### **8.24 Intentionally Omitted**

### **8.25 Insurance Coverage**

**8.25.1 The Contractor is a self-insured entity. For purposes of this Contract, the Contractor will:**

- 8.25.1.1 Maintain the types of insurance customary and appropriate for this Contract, in the amount necessary to cover its obligations and responsibilities under law.
- 8.25.1.2 On the request of the County, Contractor will deliver a certificate or other proof of its insurance describing the amount and coverage of its insurance.

### **8.26 Liquidated Damages**

- 8.26.1** If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed

hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

**8.26.2** If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars \$100 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**8.26.3** The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**8.26.4** This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.



## **8.27 Intentionally Omit**

## **8.28 Nondiscrimination and Affirmative Action**

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

**8.28.2** Contractor certifies to the County each of the following:

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

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

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

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

**8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

**8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

**8.29 Non Exclusivity**

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Contractor. This Contract will not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.30 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 Notice of Disputes**

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

**8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income

Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, or sent via electronic mail addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Names and addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

**8.36.1** Any documents submitted by the 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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of 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 will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the 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.

## **8.37 Publicity**

- 8.37.1** The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. Notwithstanding the foregoing sentence and for the avoidance of doubt, the County recognizes the Contractor is a public institution. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director.

- 8.37.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

## **8.38 Record Retention and Inspection-Audit Settlement**

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for

a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

**8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**8.38.4** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

Consistent with the Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 Subcontracting**

**8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt

by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**8.40.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**8.40.3** The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

**8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

**8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

**8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

Department of Mental Health  
510 S. Vermont Ave., 20<sup>th</sup> Floor  
Los Angeles, CA 90020  
Attention: Contracts Development and Administration Division

-or-



Electronically to the County Contract Analyst identified  
on Exhibit D – County's Administration

#### **8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

#### **8.42 Termination for Convenience**

**8.42.1** This Contract may be terminated by the County or Contractor at any time without cause by giving at least 30 calendar days' prior written notice to the other party.

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

#### **8.43 Termination for Default**

**8.43.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, 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. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

**8.43.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

**8.43.4** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

**8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.



#### **8.44 Termination for Improper Consideration**

- 8.44.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2** The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.44.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

- 8.45.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - The appointment of a Receiver or Trustee for the Contractor; or
  - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2** The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with

the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

#### **8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

**8.50.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**8.50.2** For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

#### **8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### **8.53 Time Off for Voting**

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

#### **8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### **8.55 Cancellation Provision**

Unless otherwise specified, this Contract may be canceled at any time by either party, in writing, with thirty (30) days' advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Contract until the date of cancellation and only at the rates set forth in this Contract. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in this Contract, incurred prior to the date of cancellation or termination. The County will not be responsible for unamortized costs, overhead or capital costs or any other related costs, including, but not limited to, costs incurred in connection with the cancellation of leases or Contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

If either party determines that the other party has breached a material term of the Contract and has not cured the breach or ended the violation within the time specified by the first party, the first party may terminate the Contract by providing notice to the other party. The first party's Information Security Officer shall report as required any HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.

### **8.56 Intentionally Omitted**

### **8.57 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

### **8.58 Compliance with the County Policy of Equity**

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

#### **8.59 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

#### **8.60 Injury and Illness Prevention Program**

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

#### **8.61 Intentionally Omitted**

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The County is subject to the Administrative Simplification requirements and prohibitions of the [Health Insurance Portability and Accountability Act of 1996](#), Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Contract, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit H (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit H (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).

#### **9.2 Intentionally Omitted**

#### **9.3 Intentionally Omitted**

#### **9.4 Data Destruction**

Contractor(s) that have maintained, processed, or stored the County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor(s) must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor(s) must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

**9.5 Intentionally Omitted**

**9.6 Intentionally Omitted**

**9.7 Intentionally Omitted**

**9.8 Intentionally Omitted**

**9.9 Intentionally Omitted**

**9.10 Intentionally Omitted**

**9.11 Intentionally Omitted**

**9.12 Intentionally Omitted**

**9.13 Intentionally Omitted**

**9.14 Contractor Protection of Electronic County Information**

- 9.14.1** The Board has recognized that the County must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. County Policy 5.200 "Contractor Protection of Electronic County Information" provides specific details and can be accessed at the following link: [https://library.municode.com/ca/la\\_county\\_-\\_bos/codes/board\\_policy?nodeId=CH5COPU\\_5.200COPRCOELSTIN](https://library.municode.com/ca/la_county_-_bos/codes/board_policy?nodeId=CH5COPU_5.200COPRCOELSTIN). Contractor agrees that it will comply with County Policy 5.200, as it now exists or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.



- 9.14.2** Contractor must sign Exhibit K (Attestation Regarding Information Security Requirements) to attest compliance with Los Angeles County Board of Supervisors Policy No. 5.200 “Contractor Protection of Electronic County Information” and acknowledge that it is the responsibility of the Contractor to access the following link: <https://dmh.lacounty.gov/for-providers/administrative-tools/administrative-forms/contract-attachments/> for Information Security documents **annually and upon notification by DMH of updated Information Security documents. It is the contractor’s responsibility to update and resubmit the documents at any time if changes occur outside of the parameters identified above.** Contractor must also ensure that prior to access, its workforce members, including subcontractors, that create, receive, maintain, or transmit Personal Identifiable Information (PII) and Protected Health Information (PHI), acknowledge and sign the applicable Attachments to Exhibit K. Security and privacy requirements will apply to all County PII, PHI, and Medical Information electronically stored or transmitted by contractors and subcontractors, irrespective of storage and/or transmission methodology.

## 10.0 Survival

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage

Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 9.1	Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Paragraph 10.0	Survival



IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the County's Director of Mental Health or designee thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
LISA H. WONG, Psy.D  
Director of Mental Health

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

By: RACHEL KLEINBERG  
Senior Deputy County Counsel

AMENDMENT NO.           

WHEREAS, reference is made to that certain document entitled “Department of State Hospitals – Patient/Client Transportation Services,” dated July 1, 2021, and further identified as County Contract No. xx-xxxxx-xxx, and any amendments thereto (hereafter collectively “Contract”); and (Metropolitan State Hospital)

WHEREAS, reference is made to that certain document entitled “Department of State Hospitals – Patient/Client Transportation Services,” dated July 1, 2021, and further identified as County Contract No. xx-xxxxx-xxx, and any amendments thereto (hereafter collectively “Contract”); and (Patton State Hospital)

WHEREAS, on           , 2025, the County Board of Supervisors delegated authority to the Director of Mental Health, or designee, to execute amendments to the Contract that include authority to extend the term of the Contract, modify the Contract language, and make other designated changes; and

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

WHEREAS, County and Contractor intend to amend the Contract to extend the term on a month-to-month basis, beginning July 1, 2025 through December 31, 2025, revise Exhibit B (Budget), while the parties negotiate the terms of a new State Hospital

Patient/Client Transportation Services Contract; and make other hereinafter designated changes; 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, County and Contractor agree as follows:

1. This amendment is hereby incorporated into the original Contract, and all its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
2. This amendment is effective July 1, 2025.
3. The term of the Contract is extended on a month-to-month basis, from July 1, 2025 through December 31, 2025. The Maximum Contract Amount will not exceed \$122,500. (Metropolitan State Hospital)
4. The term of the Contract is extended on a month-to-month basis, from July 1, 2025 through December 31, 2025. The Maximum Contract Amount will not exceed \$44,900. (Patton State Hospital)
5. Exhibit B (Budget) will be deleted in its entirety and replaced with Exhibit B- (Budget), attached hereto and incorporated by reference.
4. Except as provided in this amendment, all other terms and conditions of the Contract shall remain in full force and effect.

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
LISA H. WONG, Psy.D.  
Director  
County of Los Angeles  
Department of Mental Health

CONTRACTOR

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

By: Rachel Kleinberg  
Senior Deputy County Counsel

**County of Los Angeles - Department of Mental Health****State Hospital Transportation Contractor Site List**

<b>State Hospital Name</b>	<b>Headquarters Address</b>	<b>Supervisory District(s)</b>
Metropolitan State Hospital	11401 S. Bloomfield Avenue Norwalk, CA 90650	4
Patton State Hospital	3102 East Highland Avenue Paton, CA 92369	Out of County



# DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

ATTACHMENT IV

LISA H. WONG, Psy.D.  
Director

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

Rimmi Hundal, M.A.  
Chief Deputy Director

May 22, 2025

TO: Supervisor Kathryn Barger, Chair  
Supervisor Hilda L. Solis  
Supervisor Holly J. Mitchell  
Supervisor Lindsey P. Horvath  
Supervisor Janice Hahn

FROM: Lisa H. Wong, Psy.D.  
Director

SUBJECT: **NOTICE OF INTENT TO REQUEST DELEGATED AUTHORITY FOR  
A PERCENTAGE INCREASE EXCEEDING TEN PERCENT OF THE  
TOTAL CONTRACT AMOUNT FOR TWO STATE HOSPITAL  
TRANSPORTATION CONTRACTS**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.120 (Authority To Approve Increases To Board-Approved Contract Amounts), the Department of Mental Health (DMH) is notifying your Board of our Department's intent to request delegated authority for a percentage increase exceeding ten percent of the Total Contract Amount (TCA) for the Metropolitan State Hospital (Metro) and Patton State Hospital (Patton) contracts. More specifically, DMH will request delegated authority for a 20 percent increase of the TCA of each fiscal year that the contracts are in effect.

## **JUSTIFICATION**

On June 17, 2025, DMH will present to your Board a letter for approval to execute two new contracts with Metro and Patton for the continued provision of specialized patient/client transportation support services for a term of three fiscal years effective July 1, 2025.

The authority to increase the percentage exceeding ten percent allows DMH to amend the State Hospital Transportation contracts in a timely manner for the continuous provision and expansion of mental health services without interruption to clients who

Each Supervisor  
May 22, 2025  
Page 2

need these services. Should there be a need to exceed this 20 percent delegated authority, DMH will return to your Board with a request to amend the contracts accordingly.

### **NOTIFICATION TIMELINE**

Board Policy No. 5.120 (Authority To Approve Increases To Board-Approved Contract Amounts) requires departments to provide written notice to your Board, with a copy to the Chief Executive Officer, at least two weeks prior to the Board Meeting at which the request to exceed ten percent of the TCA will be presented. In compliance with this policy, DMH is notifying your Board of our intent to request delegated authority for up to 20 percent of the TCA of each fiscal year through a Board letter to be presented in June 2025.

If you have any questions or require additional information, please contact me at [LWong@dmh.lacounty.gov](mailto:LWong@dmh.lacounty.gov) or (213) 947-6670, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at [SKrikorian@dmh.lacounty.gov](mailto:SKrikorian@dmh.lacounty.gov) or (213) 943-9146.

LHW:RH:KN  
SK:ZW:atm

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