



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

**DATE:** November 5, 2025

**TIME:** 9:00 a.m. – 11:15 a.m.

**MEETING CHAIR:** Tyler Cash, 5<sup>th</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Kieu-Anh King

**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.

## **NOTICE OF CLOSED SESSION**

### **9:30 AM - CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

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

*Edna Yarashevic v. Rancho Los Amigos National Rehabilitation Center, et al.*

Los Angeles Superior Court Case No. 23STCV11071

Department: Health Services

I. Call to order

II. **Motions**

- a. **SD 2:** Increasing the Family Assistance Program Reimbursement Cap
- b. **SD 3:** Support for Youth Through the Soluna App

III. **Information Items (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):**

- a. **DPH:** Approval to Execute Master Agreements for As-Needed Substance Use Disorder Treatment Services at County Behavioral Health Facilities Effective Upon Date of Execution through June 30, 2030 (#08339)
- b. **DPH:** Approval to Execute an Amendment to Contract Number PH-005784 with Joint Matters, Inc. for Laboratory and Clinic Equipment and Medical Device Maintenance, Calibration, and Repair Services (All Supervisorial Districts) (3 Votes) (#08401)

IV. **Presentation Items:**

- a. **DPH:** Approval to Execute 57 Sole Source Amendments to HIV and STD Prevention Services Agreements to Extend the Term through May 31, 2026 (#08423)  
Speaker(s): Mario J. Perez (Director Division of HIV and STD)
- b. **DPH:** Approval to Execute Four Sole Source Amendments to HIV and STD Prevention Services Contracts to Extend the Term Through May 31, 2026 (#08424)  
Speaker(s): Mario J. Perez (Director Division of HIV and STD)
- c. **DPH:** Approval to Execute Six Sole Source Amendments to HIV and STD Prevention Services Agreements to Extend the Term through May 31, 2026 (#8425)  
Speaker(s): Mario J. Perez (Director Division of HIV and STD)
- d. **DPW/DMH:** Olive View-UCLA Medical Center Continuum of Care Facility Project – Approve the project and budget, and appropriation adjustment; award a Design-Build contract; execute consultant services agreements for stipends; certify the Addendum to the previously certified Environmental Impact Report (Presenters: Parisa Dadmehr, DPW and Damien Parker, DMH)

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

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

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 HOLLY J. MITCHELL**

November 18, 2025

**Increasing the Family Assistance Program Reimbursement Cap**

On July 9, 2019, the Los Angeles County (County) Board of Supervisors (Board) approved the motion, *Supporting Families Following an In-Custody Death or Fatal Use of Force*,<sup>1</sup> to establish the Family Assistance Program (FAP) under the Department of Mental Health (DMH). FAP was designed to provide compassionate, trauma-informed support to families grieving the loss of a loved one who died while in custody or following an encounter with personnel from the County Sheriff's Department.

As part of the pilot, FAP deployed trained family advocates to assist during next-of-kin notifications by offering immediate crisis intervention, mental health first aid, and guidance in navigating complex systems of care. These advocates also connected families to County and community-based resources. Additionally, at the request of families, FAP provided up to \$7,500 in financial assistance to help offset burial expenses, thereby easing some of the financial burden that often compounds the emotional trauma of unexpected and tragic loss.

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<sup>1</sup> <https://file.lacounty.gov/SDSInter/bos/supdocs/137723.pdf>

- MORE -

**MOTION**

SOLIS	_____
MITCHELL	_____
HORVATH	_____
HAHN	_____
BARGER	_____



In April 2022, the Board approved the motion titled, *Permanent Funding and Implementation of the Family Assistance Program*,<sup>2</sup> establishing FAP as a permanent program. In July 2023, FAP was restructured and relaunched under the Department of Public Health's Office of Violence Prevention (DPH-OVP) to strengthen its mission of providing coordinated, compassionate support to impacted families.

Under DPH-OVP, a team of licensed clinical social workers provide crisis intervention, bereavement support, system navigation, and linkage to County and community resources in coordination with partner departments. To date, the team has served 95 families and, when requested, has provided up to \$7,500 toward burial and funeral expenses.

This amount was initially set to match the California Victim Compensation Board (CalVCB) reimbursement cap, which remained at \$7,500 for decades. However, in recognition of rising funeral and burial costs, CalVCB increased its reimbursement maximum to \$12,818 in the 2022–2023 fiscal year<sup>3</sup>.

Despite this increase, DPH-OVP's FAP reimbursement cap remains at the outdated \$7,500 level, creating unnecessary financial hardship for grieving families who often must cover substantial burial expenses out-of-pocket.

Data from DPH-OVP demonstrates that while nearly half of families opt for cremation—which generally remains within the current cap—those choosing traditional burials with internment face expenses that far exceed the current cap, leaving them without sufficient resources during an already devastating time. Aligning the County's burial assistance amount with the current CalVCB standard will ensure more equitable, and realistic support, consistent with the County's commitment to dignity, compassion and trauma-informed care for all families served. It also ensures that County support keeps pace with the actual costs that grieving families bear.

Funding for this increase is available through the existing AB 109 allocation designated for funeral and burial assistance within the DPH-OVP FAP budget. Given

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<sup>2</sup> <https://file.lacounty.gov/SDSInter/bos/supdocs/168232.pdf>

<sup>3</sup> <https://victims.ca.gov/news-releases/new-state-funding-increases-benefits-for-crime-victims/>

current spending patterns—including the high proportion of families opting for cremation—no additional funding will be required to implement this change.

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

1. Direct the Executive Director of the Department of Public Health's Office of Violence Prevention (DPH-OVP) to increase the Family Assistance Program's reimbursement cap from \$7,500 to \$12,818 to align with the current California Victim Compensation Board reimbursement standard, using existing AB 109 funds allocated for funeral and burial assistance.
2. Instruct the Executive Director of DPH-OVP to update all related protocols, procedures, and outreach materials to reflect the revised reimbursement cap amount and ensure that families are informed of the change.
3. Direct the Executive Director of DPH-OVP to report back to the Board in writing in six months on the implementation status, including any fiscal or administrative impacts associated with this adjustment, and the efforts of DPH-OVP Social Workers to inform and connect eligible families to this benefit.

(YV/VG)

MOTION BY SUPERVISOR LINDSEY P. HORVATH

November 18, 2025

**Support for Youth through the Soluna App**

Los Angeles County is home to more than two million young people who represent our region’s emerging leadership, creativity, and resilience. However, youth across the County continue to face increasing mental and emotional health challenges driven by social pressures, hateful rhetoric, and economic uncertainty. While dedicated providers, schools, and community organizations work tirelessly to meet growing demand, the need often exceeds available capacity—creating opportunities for digital tools to enhance and extend the reach of this vital work, ensuring every young person can access timely, culturally responsive and affirming support.

As a key element of the state-funded California Youth Behavioral Health Initiative, Soluna provides a free, accessible, and youth-friendly platform for mental health support, accessible via smartphone app and web. Soluna offers self-guided resources and coping tools, such as journaling and mood tracking, as well as safe and moderated peer support community forums, and coaching with trained mental health professionals available 10am-10pm daily – all designed for youth ages 13-25.

**MOTION**

SOLIS	_____
MITCHELL	_____
HORVATH	_____
HAHN	_____
BARGER	_____

While the County Department of Mental Health has spearheaded sharing information about Soluna, the platform's impact can grow exponentially through coordinated, cross-departmental County support. County departments that regularly serve youth—such as Youth Development, Child and Family Services, Parks and Recreation, Public Social Services, Probation, and the Office of Education, as well as LA County Library—are trusted community touchpoints and can play a pivotal role in connecting young people with Soluna. The Los Angeles County Youth Commission is another key partner, and has been critical in helping elevate the needs of system-impacted young people and working with the County to develop solutions. Their continued focus on mental health further emphasizes the need for additional supports for young people across the County.

This Board has long recognized the need to better support young people throughout the County, including youth in our child welfare and probation systems. We have taken steps, like launching the Department of Youth Development, exploring near peer mentoring programs, and elevating the importance of youth voice, to ensure that we are innovative and responsive to the challenges our young people face. A Countywide commitment to promote and integrate Soluna would reinforce Los Angeles County's ongoing efforts to meet young people where they are, support their emotional well-being, and reduce barriers to mental health care.

**I, THEREFORE MOVE** that the Board of Supervisors direct the Department of Mental Health (DMH) in collaboration with the department of Public Health, Public Social Services, Youth Development, Child and Family Services, Parks and Recreation, Probation, Library, Office of Child Protection, and the Los Angeles County Office of

Education, along with the LA County Youth Commission, to promote and integrate the Soluna platform as a mental health and wellness resource for LA County youth by identifying and implementing opportunities to:

- Share Soluna information with community colleges and community partners, as well as through youth-serving programs, events, and communication channels;
- Train staff and community health workers who regularly interact with youth to ensure that they are aware of the Soluna app and can share it as a resource for youth.

**I, FURTHER MOVE** that the Board of Supervisors direct DMH in collaboration with the departments referenced above and others as appropriate, to report back in writing to the Board within 120 days with strategies, timelines, and goals to expand Soluna's reach among Los Angeles County youth.

# # #

LH:aa/es

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

**DRAFT**

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/5/2025		
<b>BOARD MEETING DATE</b>	12/2/2025		
<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>	APPROVAL TO EXECUTE MASTER AGREEMENTS FOR AS-NEEDED SUBSTANCE USE DISORDER TREATMENT SERVICES AT COUNTY BEHAVIORAL HEALTH FACILITIES EFFECTIVE UPON DATE OF EXECUTION THROUGH JUNE 30, 2030 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)		
<b>PROGRAM</b>	Bureau of Substance Abuse Prevention and Control		
<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>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>		
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A		
<b>COST &amp; FUNDING</b>	Total cost: \$ N/A	Funding source: N/A	
	TERMS (if applicable): Effective upon execution through 6/30/2030		
	Explanation: The funding, as well as the funding source for each Master Agreement Work Order (MAWO), will vary, depending upon the as-needed substance use disorder treatment services (SUDTS) at County Behavioral Health Facilities (CBHF) to be provided, the term of the MAWOs, and the availability of funding.		
<b>PURPOSE OF REQUEST</b>	Approval to execute Master Agreements and delegated authority to execute MAWOs with qualified vendors for the provision of SUDTS at CBHF. In addition, Public Health is requesting approval to replace current Master Agreements and MAWOs that were previously qualified to provide the services, to update the agreements' terms and conditions, and the name of the services. For Master Agreement contractors that applied to provide additional service categories, the replacement Master Agreements will also update the service categories they qualified for.		
<b>BACKGROUND (include internal/external issues that may exist)</b>	On March 19, 2025, the Department of Public Health released a Request for Statement of Qualifications (RFSQ) to identify and prequalify companies,		

<p><b>including any related motions)</b></p>	<p>providers, and agencies with demonstrated expertise in delivering SUDTS at CBHF in one or more of the following categories: Recovery and Respite Center, Outpatient Services, Residential Services, Case Management, and Recovery Services.</p> <p>Only applicants that meet the minimum qualifications for one or more of these categories will be awarded a Master Agreement are eligible to respond to future Work Order Solicitations (WOSs) for potential Master Agreement Work Order (MAWO) awards.</p> <p>Timely Board approval is critical. Any delay in executing the Master Agreements will directly impact the release of WOSs and the County's ability to secure SUDTS at CBHF service providers. This may result in delays in launching or expanding essential SUDTS.</p>
<p><b>EQUITY INDEX OR LENS WAS UTILIZED</b></p>	<p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>If Yes, please explain how:</p>
<p><b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b></p>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>This request aligns with the following Board priorities:</p> <p><b>1. Care First, Jails Last</b> - The County Behavioral Health Facilities (CBHF) expand the County's continuum of care by offering clinically appropriate alternatives to incarceration for individuals struggling with substance use, particularly those with justice system involvement. By diverting individuals from jail into a safe, therapeutic environment, the CBHFs help advance the County's Care First, Jails Last vision and ensures that vulnerable residents receive treatment—not punishment.</p> <p><b>2. Community Safety</b> - Many individuals experiencing homelessness also face co-occurring mental health and substance use challenges. In the absence of community-based interventions, these individuals often cycle through jails without meaningful support, exacerbating instability and impacting community safety. The CBHFs offer trauma-informed, recovery-centered alternatives that disrupt this cycle and promotes long-term stabilization.</p> <p><b>3. Healthcare Integration</b> - CBHFs are part of an integrated model of care that combines physical health, behavioral health, substance use disorder treatment, and supportive services. This approach promotes coordinated, whole-person care and improves outcomes by reducing gaps between service systems.</p> <p><b>4. Homeless Initiative</b> - Substance use is a major barrier to housing stability for individuals experiencing homelessness. Through CBHFs, clients are connected to housing navigation and supportive services to address housing insecurity and sustain their recovery. CBHFs contribute to the County's Homeless Initiative by bridging treatment with housing-focused solutions.</p>
<p><b>DEPARTMENTAL CONTACTS</b></p>	<p>Name, Title, Phone # &amp; Email:</p> <p>Michelle Gibson, MPH, Deputy Director, (626) 299-4571,  <a href="mailto:migibson@ph.lacounty.gov">migibson@ph.lacounty.gov</a></p>

	<p>Antonne Moore, Division Chief, Strategic &amp; Network Development, (626) 299-4133, <a href="mailto:anmoore@ph.lacounty.gov">anmoore@ph.lacounty.gov</a></p> <p>Emily Issa, Senior Deputy County Counsel, (213) 787-2431, <a href="mailto:eissa@counsel.lacounty.gov">eissa@counsel.lacounty.gov</a></p>
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**DRAFT**



**BOARD OF SUPERVISORS**

**Hilda L. Solis**  
First District

**Holly J. Mitchell**  
Second District

**Lindsey P. Horvath**  
Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

December 2, 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 MASTER AGREEMENTS FOR  
AS-NEEDED SUBSTANCE USE DISORDER TREATMENT SERVICES  
AT COUNTY BEHAVIORAL HEALTH FACILITIES  
EFFECTIVE UPON DATE OF EXECUTION THROUGH JUNE 30, 2030  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute Master Agreements with qualified vendors for the provision of as-needed substance use disorder treatment services at County Behavioral Health Facilities, effective upon date of execution through June 30, 2030, and delegated authority to execute Master Agreement Work Orders.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize and instruct the Director of the Department of Public Health (Public Health) or designee, to execute Master Agreements for as-needed substance use disorder treatment services (SUDTS) at County Behavioral Health Facilities (CBHF), substantially similar to Exhibit I, with qualified vendors identified in Attachment A selected under a competitive solicitation process, effective upon execution through June 30, 2030.

2. Delegate authority to the Director of Public Health, or designee, to execute replacement SUDTS at CBHF Master Agreements for contractors that were previously awarded Master Agreements under the Mark Ridley-Thomas (MRT) Behavioral Health Center (BHC) Request for Statement of Qualifications (RFSQ) Number 2020-003 to replace the Master Agreement name to SUDTS at CBHF, update the terms and conditions, and add additional qualified categories. Such replacements will be substantially similar to Exhibit I, and will apply to contractors identified in Attachment A.
3. Delegate authority to the Director of Public Health, or designee, to execute additional SUDTS at CBHF Master Agreements during the ensuing period with additional qualified vendors that submit a Statement of Qualifications (SOQ) which meets the requirements as outlined in RFSQ Number 2025-001 for SUDTS at CBHF released on March 19, 2025, subject to review and approval by County Counsel.
4. Delegate authority to the Director of Public Health, or designee, to execute amendments to the SUDTS at CBHF Master Agreements that: a) extend the term up to an additional five years, through June 30, 2035; b) extend the term if a Master Agreement Work Order (MAWO) executed prior to the expiration of the SUDTS at CBHF Master Agreement has an expiration date later than the SUDTS at CBHF Master Agreement's expiration date; c) add additional service categories as a result of a contractor submitting an additional SOQ as outlined in the RFSQ; and d) update the terms and conditions, subject to review and approval by County Counsel.
5. Delegate authority to the Director of Public Health, or designee, to execute replacement MAWOs for existing contractors that were previously qualified under Work Order Solicitation (WOS) MRT BHC-WOS-001 to extend the term through June 30, 2027, and update the terms and conditions. Such replacements will be substantially similar to the sample MAWO included in Exhibit I, and will apply to the contractors identified in Attachment A.
6. Delegate authority to the Director of Public Health, or designee, to execute competitively solicited MAWOs for services performed under the SUDTS at CBHF Master Agreements, at amounts to be determined by Public Health, subject to review and approval by County Counsel. Annually, Public Health will provide your Board and the Chief Executive Office (CEO), a report listing all executed MAWOs by contractor, including the award amount for each MAWO and the cumulative amount awarded to each contractor.
7. Delegate authority to the Director of Public Health, or designee, to execute administrative amendments to the MAWOs that: a) extend the term at amounts to be determined by the Director of Public Health, contingent upon the availability of

funds and contractor performance; b) allow the rollover of unspent MAWO funds, if allowable by the grantor; c) provide an increase or decrease in funding above or below the annual base maximum obligation; and d) allow revisions to the statement of work, scope of work, and/or work plans, effective upon date of execution, subject to review and approval by County Counsel.

8. Delegate authority to the Director of Public Health, or designee, to execute change notices to the MAWOs for: a) modifications to the budget with corresponding modifications to the statement of work, scope of work, and/or work plan, as necessary; b) modifications to the Contractor's or County's administration; and c) changes in hours of operation and/or service locations.
9. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate any SUDTS at CBHF Master Agreement or MAWO upon issuing a written notice to the contractor(s) if the contractor(s) fail to fully comply with contractual requirements, and to terminate SUDTS at CBHF Master Agreement(s) or MAWO(s) for convenience by providing 30-calendar day advance written notice to contractor(s), subject to review and approval by County Counsel.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:**

The County of Los Angeles (County) is committed to providing comprehensive and high-quality behavioral health services to all residents of Los Angeles County (LAC), including offering a continuum of care that supports integrated and coordinated substance use disorder (SUD), mental health, physical health, and other services to LAC residents. While these services are available to all, specifically targeted populations include vulnerable populations such as those with co-occurring disorders, those experiencing or at risk for homelessness, and those who are criminal justice involved.

Public Health's Bureau of Substance Abuse Prevention and Control (SAPC) leads and facilitates the delivery of a full spectrum of SUD prevention, treatment, and recovery services. In July 2017, Public Health's SAPC program expanded the available treatment services with the launch of the County's SUD specialty managed care plan through the State's Drug Medi-Cal (DMC) Organized Delivery System (ODS).

Under the County's DMC ODS, individuals who are eligible or enrolled in Medi-Cal or other County programs, have greater choice and improved access to SUD treatment. Further, studies have shown that when a Medi-Cal member has both a SUD and a mental health disorder (co-occurring conditions), ensuring coordinated care that addresses the often-complex needs of the whole individual leads to better health outcomes. For this reason and in support of the Board of Supervisors' priority to increase access to integrated service facilities, Public Health's collaborations between different County departments such as Mental Health, Health Services, Aging and Disabilities, and Probation, have seen improvements in connections to care.

On October 31, 2017, the Board approved the transformation of the former Martin Luther King Multi-Service Ambulatory Care Center into a state-of-the-art, 505,000-square-foot Behavioral Health Center (BHC) on the MLK Medical Campus to address critical gaps in the continuum of care in South Los Angeles and throughout the County.

Through the SUDTS at CBHF Master Agreements, contractors will be eligible to deliver culturally and linguistically competent, community-focused, and evidence-based services at CBHF locations, including the BHC on the MLK Medical Campus, a new CBHF with service operations anticipated to commence in February 2026, and other similar facilities that open operations for these services in the future.

Approval of Recommendation 1 will allow Public Health to execute SUDTS at CBHF Master Agreements with qualified vendors that meet the minimum mandatory requirements (MMR) of the RFSQ in one or more of the following categories: Recovery and Respite Center; Outpatient Services; Residential Services; Case Management; and Recovery Services. These SUDTS at CBHF Master Agreements will enable Public Health to have a pool of pre-qualified vendors to provide SUDTS at CBHF.

Approval of Recommendation 2 will allow Public Health to execute replacement SUDTS at CBHF Master Agreements, update the terms and conditions, and add additional qualified categories, for existing contractors that were previously qualified under the MRT BHC RFSQ Number 2020-003.

Approval of Recommendation 3 will allow Public Health to execute additional SUDTS at CBHF Master Agreements with qualified vendors selected through a solicitation process, effective upon execution, through the initial term of the SUDTS at CBHF Master Agreement and any subsequent extension periods, subject to review and approval by County Counsel.

Approval of Recommendation 4 will allow Public Health to execute amendments to the SUDTS at CBHF Master Agreements to extend the term, add additional service categories as a result of a contractor submitting an additional SOQ, and update the terms and conditions, subject to be reviewed and approval by County Counsel.

Approval of Recommendation 5 will allow Public Health to execute replacement MAWOs to extend the term through June 30, 2027, and update the terms and conditions for existing MAWOs that were previously qualified under MRT BHC-WOS-001, subject to review and approval by County Counsel.

Approval of Recommendation 6 will allow Public Health to execute competitively solicited MAWOs with SUDTS at CBHF Master Agreement contractors, subject to review and approval by County Counsel.

Approval of Recommendations 7 and 8 will allow Public Health to execute administrative

amendments to the MAWOs to extend the term; allow the rollover of unspent funds; provide an increase or decrease in funding; and allow revisions to the statement of work, scope of work, and/or work plans; execute change notices for modifications to the budget and corresponding modifications to the statement of work, scope of work, and/or work plans; modify administration and/or changes to hours of operation and/or service locations. This authority is being requested to enhance County's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Approval of Recommendation 9 will allow Public Health to immediately suspend or terminate any SUDTS at CBHF Master Agreement or MAWO if a contractor fails to perform and/or fully comply with contractual requirements and to terminate any SUDTS at CBHF Master Agreement or MAWO for convenience by providing a 30-calendar days' advance written notice to contractor(s).

Public Health will work with County Counsel and the Chief Executive Office (CEO) Real Estate Division (RED) to develop and negotiate future lease agreements with contractor(s) awarded a MAWO to provide SUDTS at CBHF. CEO RED will request authority to execute the lease agreements from your Board in a separate Board Letter. Any lease agreement would be dependent on the contractor having an executed MAWO for the identified CBHF.

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

The recommended actions support Priority 2, Alliance for Health Integration; North Star 2, Foster Vibrant and Resilient Communities; Focus Area Goal, Public Health, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

Utilizing the SUDTS at CBHF Master Agreements, Public Health will be able to release WOS to the pool of qualified vendors to provide SUDTS at CBHF on an as-needed basis. Funding, as well as funding sources, will vary depending upon the services to be provided, the term of the MAWO, and the availability of funding.

Funds from the lease agreements will help offset Public Health costs to maintain and operate CBHF premises, including expenses for utilities and repair. Under DMC ODS, the County is restricted from receiving federal or State reimbursement for facility lease and operation.

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

Exhibit I is the SUDTS at CBHF Master Agreement template approved by County Counsel. Any changes to the template will be reviewed for approval by County Counsel.

Attachment A is the list of the recommended contracts, including the list of current contractors with Master Agreements and MAWOs that will be replaced. Attachment B is the contracting opportunity announcement posted on the County of Los Angeles website and Public Health's Contracts and Grants website. Attachment C is the Community Business Enterprise Information Summary for the recommended contractors.

### **CONTRACTING PROCESS**

On March 19, 2025, Public Health released RFSQ 2025-001 for SUDTS at CBHF to solicit SOQs from qualified agencies to provide SUDTS at CBHF in Los Angeles County. Responses to the RFSQ were due to Public Health on April 24, 2025.

The contracting opportunity announcement (Attachment B) was posted on the County of Los Angeles Internal Services Department (ISD) website and on Public Health's Contracts and Grants website, and a notification of the release of the RFSQ was also distributed by ISD to vendors with the commodity codes confirmed by SAPC.

Public Health received 13 SOQs by the submission deadline. The SOQs were reviewed by Public Health for completion, and by an evaluation committee made up of subject matter experts from Public Health in accordance with the Evaluation Methodology for Proposals – Policy 5.054, and the RFSQ solicitation process. As a result of this process, Public Health is recommending SUDTS at CBHF Master Agreements with the vendors identified on Attachment A.

Of the 13 SOQs submitted in response to the RFSQ:

- One SOQ was not reviewed because the vendor is a current Master Agreement contractor for the same services and service categories they applied for;
- One SOQ received was deemed incomplete after the initial review process. Missing information was requested from this vendor, and the requested information was not received by the deadline provided, thus this SOQ was rejected and not further evaluated;
- One SOQ received was disqualified due to failure to demonstrate meeting the MMRs for the categories they applied for;
- The remaining 10 SOQs met all MMRs for the categories they applied for.

On September 11, 2025, notifications of RFSQ results were sent to the recommended vendors identified in Attachment A, and Public Health has obtained the Letter of Intent from each. Master Agreements will be executed upon Board approval.

In accordance with the solicitation process, the RFSQ will remain open throughout the

duration of the SUDTS at CBHF Master Agreement term, allowing new SOQs to be submitted. Additional qualified vendors will be offered a SUDTS at CBHF Master Agreement when it serves the best interest of the County.

Community Business Enterprise Program information as reported by the recommended vendors is identified in Attachment C. The vendors were selected for award of a SUDTS at CBHF Master Agreement without regard to gender, race, creed, color, or national origin.

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

Establishment of SUDTS at CBHS Master Agreements with prequalified vendors will simplify the solicitation and contracting process for Public Health. Approval of the recommended actions will allow Public Health to continue to administer the County's continuum of SUD prevention, harm reduction, treatment, and recovery programs at CBHFs in order to reduce the impact of SUD on individuals, families, and communities in LAC.

Respectfully submitted,

Barbara Ferrer, PhD, MPH, MEd  
Director

BF:jt  
#08339

Enclosures

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

## COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

**List of Qualified Vendors Recommended for Master Agreements for As-Needed  
Substance Use Disorder Treatment Services at County Behavioral Health Facilities**

			SERVICE CATEGORIES				
No.	Contractors	Contract No.	Category 1 - Recovery and Respite Center	Category 2 - Outpatient Services	Category 3 - Residential Treatment Services	Category 4 - Case Management	Category 5 - Recovery Services
New Master Agreement Contractors (RFSQ 2025-001)							
1	Didi Hirsch Psychiatric Service	PH-005905		X	X	X	X
2	Helpline Youth Counseling, Inc.	PH-005907				X	X
3	Homeless Health Care Los Angeles	PH-005906		X		X	X
4	Rancho San Antonio Boys Home, Inc.	PH-005908		X		X	X
5	Social Model Recovery Systems, Inc.	PH-005909			X	X	
6	SPIRITT Family Services	PH-005910		X		X	X
Current Master Agreement Contractors qualified for additional categories (RFSQ Number 2020-003 and RFSQ Number 2025-001)							
7	Phoenix Houses of Los Angeles	PH-005911	*	X	*	*	*
8	Southern California Alcohol and Drug Programs, Inc.	PH-005912		X	*	X	
9	Tarzana Treatment Centers, Inc.	PH-005913	X	*	*	*	*
10	Volunteers of America of Los Angeles	PH-005914			*	*	X
Current Master Agreement Contractors receiving replacement Master Agreement contracts (RFSQ Number 2020-003)							
11	Behavioral Health Services, Inc.	PH-005886	*	*	*	*	*
12	Clare I Matrix	PH-005887	*	*	*	*	*
13	Cri-Help, Inc.	PH-005888	*		*	*	
14	HealthRight 360	PH-005889			*	*	*
15	I-ADARP, Inc.	PH-005810				*	*
16	Los Angeles Centers for Alcohol and Drug Abuse	PH-005891	*	*	*	*	*
17	Shields for Families	PH-005892				*	*
18	Tessie Cleveland Community Services Corporation	PH-005893				*	
Total Per Category			6	10	11	18	14

\* - Previously pre-qualified to provide services in this category; X - New/additional category



## COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

**List of Qualified Vendors Recommended for Master Agreements for As-Needed  
Substance Use Disorder Treatment Services at County Behavioral Health Facilities**

			SERVICE CATEGORIES				
No.	Contractors	MAWO No.	Category 1 - Recovery and Respite Center	Category 2 - Outpatient Services	Category 3 - Residential Treatment Services	Category 4 - Case Management	Category 5 - Recovery Services
Master Agreement Work Order (MAWO) Contractors receiving a replacement MAWO (RFSQ 2020-003 and MRT BHC-WOS-001)							
1	Behavioral Health Services, Inc.	PH-005886-W1	*				
2	HealthRight 360	PH-005889-W1			*		
3	Tarzana Treatment Centers, Inc.	PH-005913-W1		*			

\* - Previously pre-qualified to provide services in this category

#07849;jt



# CONTRACTING OPPORTUNITY \*

**BID NUMBER:** 2025-001

**BID TITLE:** Request for Statement of Qualifications for As-Needed Substance Use Disorder Treatment Services at County Behavioral Health Facilities

**RELEASE/OPEN DATE:** March 19, 2025

**CLOSING/DUE DATE:** April 24, 2025, 3:00 pm Pacific Time

\*Visit websites indicated below for additional information and updates.

The County of Los Angeles (County) Department of Public Health is pleased to announce the release of a Request for Statement of Qualifications (RFSQ) to secure a pool of qualified vendors to enter into Master Agreements with the County to provide **As-Needed Substance Use Disorder Treatment Services at Behavioral Health Facilities**.

**Vendors are encouraged to apply for one or more of the following service categories:**

- ❖ Category 1 – Recovery and Respite Center
- ❖ Category 2 – Outpatient Services
- ❖ Category 3 – Residential Treatment Services
- ❖ Category 4 – Case Management
- ❖ Category 5 – Recovery Services

## Minimum Mandatory Qualifications

**Interested vendors must meet the following Minimum Mandatory Qualifications to apply:**

1. Must have three years of experience within the last five years providing substance use disorder (SUD) treatment services in each category for which they are attempting to qualify;
2. Must be a tax-exempt, registered non-profit organization qualified under Internal Revenue Service's Code (IRS) – Section 501(c)((3) and must submit a copy of its IRS 501(c)((3) Determination Letter;
3. Must not be a County Contractor with Unresolved Disallowed costs. (County will verify that Vendor does not have Unresolved Disallowed costs).

**The following additional requirements apply to the service categories as listed below:**

### **Category 1: Recovery and Respite Center**

- Must have an active contract in good-standing with Public Health for the provision of

residential withdrawal management.

### **Category 2: Outpatient Services**

- Must have an active contract in good standing with Public Health for the provision of outpatient services.
- Must have an Alcohol and Other Drug certification issued by the California Department of Health Care Services to provide outpatient services with a detoxification designation and provide a copy of the certification issued by the California Department of Health Care Services to meet this qualification.

### **Category 3: Residential Services**

- Must have an active contract in good standing with Public Health for the provision of residential withdrawal management services.

### **Category 4: Case Management**

- Must have an active contract in good standing with Public Health for the provision of any SUD treatment level of care.

### **Category 5: Recovery Services**

- Must have an active contract in good-standing with Public Health for the provision of any SUD treatment level of care that includes Recovery Services.

---

## **Next Steps for Interested Vendors**

- ✓ Register at <https://camisvr.co.la.ca.us/webven>
- ✓ Review contracting opportunity solicitation document for additional information, requirements, submission information, and updates at:
  - <http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>
  - <http://publichealth.lacounty.gov/cg/index.htm>

**AS-NEEDED SUBSTANCE USE DISORDER TREATMENT SERVICES AT COUNTY BEHAVIORAL HEALTH FACILITIES  
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY**

<b>FIRM / ORGANIZATION INFORMATION</b>	<b>Didi Hirsch Psychiatric Service</b>	<b>Helpline Youth Counseling, Inc.</b>	<b>Homeless Health Care Los Angeles</b>	<b>Phoenix Houses of Los Angeles, Inc.</b>	<b>Rancho San Antonio Boys Home, Inc.</b>	<b>Social Model Recovery Systems, Inc.</b>	<b>Southern California Alcohol &amp; Drug Programs, Inc.</b>	<b>SPIRITT Family Services</b>	<b>Tarzana Treatment Centers, Inc.</b>	<b>Volunteers of America of Los Angeles</b>
<b>Total Number of Employees in California</b>	698	173	180	137		284	136	76	1081	2813
<b>Total Number of Employees (Including owners)</b>	798	175	0	137		284	136	76	1081	2813
<b>Owners/Partner/Associate Partners</b>										
Black/African American						1			1	
Hispanic/Latin American				1		2			3	2
Asian or Pacific Islander				1						1
Native Americans										
Subcontinent Asian				2						1
White				9		4	6			15
<b>Total</b>				13		7	6		4	19
Female (should be included in counts above and also reported here separately).										
<b>Percentage of how ownership of the firm is distributed</b>										
Black/African American									6%	
Hispanic/Latin American				8%					32%	10%
Asian or Pacific Islander				8%						5%
Native Americans										
Subcontinent Asian				16%						5%
White				70%			100%		63%	80%
<b>Total</b>				102%			100%		101%	100%
Female (should be included in counts above and also reported here separately).										
<b>Current Certification as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned (LBGTQQ) Business Enterprise</b>										
Minority										
Women										
Disadvantaged										
Disabled Veteran										
LBGTQQ										

Note: Figures are based on information provided by Applicants in their applications.

**SAMPLE MASTER AGREEMENT**



**MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**AND**

**(CONTRACTOR)**

**FOR**

**AS-NEEDED SUBSTANCE USE DISORDER TREATMENT  
SERVICES AT COUNTY BEHAVIORAL HEALTH FACILITIES**

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## EXHIBITS:

- A County’s Administration
- B Contractor’s Administration
- C Safely Surrendered Baby Law
- D Sample Master Agreement Work Order
- E1 Certification of Employee Status
- E2 Certification of No Conflict of Interest
- E3 Contractor Acknowledgement and Confidentiality Agreement
- F Charitable Contributions Certification
- G Subsequent Executed MAWOs (Not Attached)
- H Information Security and Privacy Requirements

**MASTER AGREEMENT**  
**BETWEEN**  
**COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH**  
**AND**  
**[CONTRACTOR]**  
**FOR**  
**AS-NEEDED SUBSTANCE USE DISORDER TREATMENT**  
**SERVICES AT COUNTY BEHAVIORAL HEALTH FACILITIES**

This Master Agreement and its Exhibits is made and entered into on **Enter Date** by and between the County of Los Angeles, Department of Public Health hereinafter referred to as "County" or "Department" or "Public Health" and **Contractor Name**, hereinafter referred to as "Contractor". **Contractor Name** is located at **Contractor Address**. Under this Master Agreement, Contractor will provide as-needed substance use disorder (SUD) treatment services at County Behavioral Health Facilities in following categories:

- ☐ Category 1: Recovery and Respite Center
- ☐ Category 2: Outpatient Services
- ☐ Category 3: Residential Services
- ☐ Category 4: Case Management
- ☐ Category 5: Recovery Services

**RECITALS**

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, on December 2, 2025, the Board authorized the Director of Public Health, or designee to execute and administer this Master Agreement to protect the public's health; and

WHEREAS, this Master Agreement is authorized under Government Code Section 31000 which authorizes the Board to contract for special services; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this contract and under the terms and conditions hereafter set forth; and

WHEREAS, Contractor possesses the competence, expertise, experience, and personnel to provide specialized as-needed SUD treatment services at County Behavioral Health Facilities.

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**

Exhibits A through H are attached to and form a part of this Master Agreement. 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 this base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to this Master Agreement and then to the following Exhibits:

### **Exhibits:**

- Exhibit A County's Administration
- Exhibit B Contractor's Administration
- Exhibit C Safely Surrendered Baby Law
- Exhibit D Sample Master Agreement Work Order
- Exhibit E1 Certification of Employee Status
- Exhibit E2 Certification of No Conflict of Interest
- Exhibit E3 Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F Charitable Contributions Certification
- Exhibit G Subsequent Executed MAWOs (Not Attached)
- Exhibit H Information Security and Privacy Requirements

Provider Network Bulletins (as they currently exist, or may be updated from time to time throughout the term of this Master Agreement) provide additional guidance and can be found at:

<http://publichealth.lacounty.gov/sapc/providers/manuals-bulletins-and-forms.htm#bulletins>

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all

previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement 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 will 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 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other person or entity that has entered into this Master Agreement with the County to perform or execute the work covered by this Master Agreement.
- 2.1.3 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 here: <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.4 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.5 Department:** The County of Los Angeles Department of Public Health, which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.1.6 Director:** Director of Public Health Department, or designee.
- 2.1.7 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.1.8 Master Agreement:** This standard agreement executed between the County and individual contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequently issued MAWOs.
- 2.1.9 Master Agreement Work Order (MAWO):** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each MAWO will be competitively solicited, and unless otherwise specified in the MAWO solicitation, the County will select the lowest cost, qualified bid responding to the requirements of the proposed MAWO.
- 2.1.10 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 services.

- 2.1.11 Substance Abuse Prevention and Control (SAPC):** Bureau within Public Health responsible for administering the County's substance use related services network.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work will be assigned pursuant to solicited MAWOs, which will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. The payment methodology will vary according to the services to be performed, subject to the Total Maximum Amount specified for each individual MAWO. MAWOs will conform to Exhibit D, Sample MAWO.
- 3.3 If Contractor provides any task, deliverable, service, or other work to the County that utilizes other than approved Contractor personnel, and/or that goes beyond the MAWO expiration date, and/or that exceeds the Total Maximum Amount as specified in the MAWO as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against the County.
- 3.4 Upon determination of need by the County, it will issue a Work Order solicitation (WOS) containing a Statement of Work to all Master Agreement contractors. Each interested contractor so contacted may submit a bid to the County at the address and within the timeframe specified in the solicitation. Failure to provide a bid within the specified timeframe will disqualify Contractor for that particular MAWO.
- 3.5 Upon completion of evaluations, the County will execute MAWOs with the lowest cost qualified contractor unless the Work Order Solicitation specifies bid evaluation criteria other than lowest cost. The County's competitive bidding procedure may have the effect that no MAWOs are awarded to some Master Agreement qualified contractors.
- 3.6 The County estimates that selection of any contractor will occur within 30 business days of completion of the evaluations of the particular MAWO bids. Following selection, all contractors selected must be available to meet with the County on the starting date specified in the MAWO. Inability of any contractor to comply with such commencement date may be cause for disqualification of that contractor from the particular MAWO as determined in the sole discretion of County's Project Director.
- 3.7 In the event Contractor defaults three times under Paragraph 3.6 within a given County fiscal year, after being selected for a MAWO, then the County

may terminate this Master Agreement pursuant to Paragraph 8.52 (Termination for Default).

- 3.8 Contractor is not guaranteed a minimum or maximum amount of utilization of its services, and may or may not be utilized, at the County's sole discretion. Failure of Contractor to provide services within the specified timeframes may disqualify Contractor from future utilization.
- 3.9 Contractor is responsible for monitoring and controlling the number of hours worked, and more particularly, the resulting dollar value of chargeable services performed by Contractor personnel for any resultant MAWO.
- 3.10 Contractor must adhere to any and all Provider Network Bulletins as may be issued by SAPC from time to time throughout the term of this Master Agreement. Provider Network Bulletins are available at the following link:

<http://publichealth.lacounty.gov/sapc/providers/manuals-bulletins-and-forms.htm?tm#bulletins>

## **4.0 TERM OF MASTER AGREEMENT**

- 4.1 This Master Agreement is effective upon execution through and including June 30, 2030, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend this Master Agreement for up to five additional years, through June 30, 2035.  
  
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 Master Agreement term extension option.
- 4.3 Contractor must notify the Department when this Master Agreement is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit A (County's Administration).

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

Contractor will not be entitled to any payment by County under this Master Agreement, except pursuant to validly executed and satisfactorily performed MAWOs.

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

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 Contractor's duties,

responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, may occur only with the County's express prior written approval. Any assumption or takeover of any of Contractor's duties, responsibilities, or obligations without the prior written approval of the County will be a material breach of this Master Agreement.

### **5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement**

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

### **5.4 Invoices and Payments**

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to a MAWO executed under this Master Agreement, Contractor must separately invoice the County as specified in the approved MAWO budget(s).

5.4.2 Payment for all work will be on either a Cost Reimbursement, Time and Materials basis, or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each MAWO, less any amounts assessed in accordance with Paragraph 8.29 of this Master Agreement (Liquidated Damages).

5.4.3 All work performed by, and all invoices submitted by Contractor pursuant to services requests issued hereunder, must receive the written approval of County's MAWO Director, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.4 Invoices under any MAWO issued under this Master Agreement must be submitted to the applicable County MAWO Director, as designated in Exhibit A (County's Administration).

#### **5.4.5 Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable MAWO.

#### **Cost Reimbursement**

Each invoice submitted by Contractor must specify:



- County contract numbers of the MAWO and this Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

**OR**

**Time and Materials**

Each invoice submitted by Contractor must specify:

- County contract numbers of the MAWO and this Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the MAWO; and
- The total amount of the invoice.

**OR**

**Fixed Price Per Deliverable**

Each invoice submitted by Contractor must specify:

- County contract numbers of the MAWO and this Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

**5.4.6 Preference Program Enterprises – Prompt Payment Program**

Certified Prompt Payment Enterprises will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 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).

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local Small Business Enterprise, Disabled Veteran Business Enterprise, or Social Enterprise when not qualified.

## **5.5 Budget Reduction**

In the event that the 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 any MAWO issued under this Master Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of the MAWO(s) and this Master Agreement (including any extensions), and the services to be provided by Contractor under any MAWO(s) will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all of the services set forth in MAWOs awarded under this Master Agreement.

## **5.6 Contractor Budget and Expenditures Reduction Flexibility**

In order for the County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that the Director may cancel this Master Agreement and any resultant MAWO(s), without cause, upon the giving of 10 Days' written notice to Contractor. In the alternative to cancellation, the Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/statement of work, maximum obligation, and budget of a MAWO via a written amendment to the MAWO.

## **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 is 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 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 this Master Agreement, 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 Public Health, will decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY**

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

A listing of all County Administration referenced herein is designated in Exhibit A (County's Administration). The County will notify Contractor in writing of any change in the names or addresses shown.

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

The County's Master Agreement Project Director (MAPD) has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

### **6.3 County's Project Director**

The County's Project Director, or designee, is the approving authority for individual MAWO solicitations and executions.

### **6.4 County's MAWO Director**

A County MAWO Director will be assigned for each MAWO by the County's Project Director.

6.4.1 The responsibilities of the County's MAWO Director include:

- ensuring that the technical standards and task requirements articulated in the individual MAWOs are satisfactorily complied with, and will provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform the MAWO;
- monitoring, evaluating and reporting Contractor performance and progress on MAWOs;
- coordinating with Contractor's Project Director on a regular basis, regarding the performance of Contractor's personnel on each particular project;

- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.4.2 County's MAWO Directors are not authorized to make any changes in MAWO labor rates, dollar totals, periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared amendments executed pursuant to Paragraph 8.1 of this Master Agreement.

## **6.5 County's Project Manager**

The County's Project Manager is the County's chief contact person with respect to the day-to-day administration of this Master Agreement. The County's Project Manager will prepare and issue MAWOs and any amendments thereto, and generally be the first person for Contractor to contact with any questions.

## **6.6 County's Contract Analyst**

The County's Contract Analyst manages and facilitates the administrative functions of this Master Agreement. The County's Contract Analyst reports to the County's Project Director.

# **7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR**

## **7.1 Contractor's Project Director**

7.1.1 Contractor's Project Director is designated in Exhibit B (Contractor's Administration). Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Director.

7.1.2 Contractor's Project Director is responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with the County's Master Agreement Work Order Directors on a regular basis with respect to all active MAWOs issued pursuant to this Master Agreement.

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

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor must promptly notify the County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

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

**The** County has the absolute right to approve or disapprove all of Contractor's staff performing work under any resultant MAWO and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Director. Contractor must provide the County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

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

Contractor will provide, at Contractor's expense, all staff providing services under this Master Agreement and any resultant MAWO with a photo identification badge.

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

7.5.1 Each of Contractor's staff performing services under any MAWO issued under this Master Agreement who is in a designated sensitive position, as determined by the County in the County's sole discretion, must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under any MAWO issued under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include local, State, 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 Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be immediately removed from performing services under any MAWO issued under this Master Agreement at any time during the term of this Master Agreement. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.3 The 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.

7.5.4 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 Master Agreement and any resultant MAWO.

## **7.6 Confidentiality**

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless the 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 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the 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 the County without the 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 Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of the Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Master Agreement during the term of this Master Agreement. 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 this Master Agreement will be prepared as authorized by the County's Board, and executed by Contractor and the Director.
- 8.1.2 The Director or designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an amendment to this Master Agreement will be prepared and executed by Contractor and the Director.
- 8.1.3 Notwithstanding Paragraph 8.1.1, the Director, or designee, may amend this Master Agreement to extend the term through June 30, 2035; extend the term if a MAWO executed prior to the expiration of the Master Agreement has an expiration date later than this Master Agreement's expiration date; and add additional service categories if Contractor qualifies for additional service categories; and update this Masters Agreement's terms and conditions.
- 8.1.4 Notwithstanding Paragraph 8.1.1, the Director, or designee, may execute administrative amendments to MAWO(s) issued under this Master Agreement to extend the term, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and Contractor performance; allow the rollover of unspent funds, if allowable by the grantor; provide an increase or decrease in funding above or below the annual base maximum obligation; and allow revisions to the statement of work, scope of work, and/or work plans, effective upon execution or beginning of applicable period, subject to review and approval by County Counsel.
- 8.1.5 Notwithstanding Paragraph 8.1.1, the Director, or designee, may execute change notices to MAWO(s) issued under this Master Agreement for modifications to the budgets with corresponding modifications to the statement of work, scope of work, and/or work plan; modifications to administration; and changes to hours of operation and/or service locations.

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

- 8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is legally restricted from 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 Contractor may not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement or any MAWO issued under this Master Agreement, whether in whole or in part, without the prior written consent of the 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 requires written amendments to this Master Agreement and/or MAWOs issued under this Master Agreement, which are formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims which Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, will be a material breach of this Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.3 Authorization Warranty**

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

## **8.4 Complaints**

Contractor must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints in accordance with the California Department of Health Care Services Mental Health and Substance Use



Disorder Services (MHSUDS) Information Notice (IN) 18-010E or [most current version](#) available, and the most current version of the Provider Manual.

- 8.4.1 Within 30 business days after execution of this Master Agreement, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.
- 8.4.2 The policy must include, but not be limited to, when and how new clients, as well as current and recurring clients, are to be informed of the procedures for filing a complaint.
- 8.4.3 All clients and/or their authorized representatives must receive a copy of the procedure.
- 8.4.4 The County will review Contractor's policy and provide Contractor with approval or with requested changes.
- 8.4.5 If the County requests changes to Contractor's policy, Contractor must make such changes and resubmit the policy within 30 business days for County approval.
- 8.4.6 If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.7 Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.
- 8.4.8 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.
- 8.4.9 Copies of all written responses must be sent to the County's Project Manager within three business days of mailing to the complainant.

## **8.5 Compliance with Applicable Law**

- 8.5.1 In the performance of this Master Agreement and any resultant MAWO, 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 Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless the 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 the 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 the County. Notwithstanding the preceding sentence, the 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor does 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 the County without the County's prior written approval.

## **8.6 Compliance with Civil Rights Laws**

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC 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 Master Agreement or under any MAWO, project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County that Contractor:

- 8.6.1 Has a written policy statement prohibiting discrimination in all phases of employment.
- 8.6.2 Periodically conducts a self-analysis or utilization analysis of its work force.
- 8.6.3 Has a system for determining if its employment practices are discriminatory against protected groups.
- 8.6.4 Has a system for taking reasonable corrective action, to include establishment of goals or timetables when problem areas are identified in employment practices.

## **8.7 Compliance with County's Jury Service Program**

- 8.7.1 Jury Service Program: This Master Agreement 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.](#)

8.7.2 Written Employee Jury Service Policy

- Unless Contractor has demonstrated to the County’s satisfaction either that Contractor is not a “Contractor” as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five business days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that 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 Master Agreement 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 12-month period under one or more County Master Agreements, MAWOs, contracts, or subcontracts. “Employee” means any California resident who is a full-time employee of Contractor. “Full-time” means 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 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under any MAWO issued under this Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph must be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If Contractor is not required to comply with the Jury Service Program when this Master Agreement commences,

Contractor has a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor must immediately notify the County if Contractor, at any time, either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Master Agreement and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

- Contractor’s violation of this Paragraph may constitute a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement and/or any MAWO issued under this Master Agreement, and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.8 Compliance with County’s Zero Tolerance Policy on Human Trafficking**

- 8.8.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 8.8.2 If Contractor or a member of Contractor’s staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor’s staff be removed immediately from performing services under any MAWO issued under this Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.8.3 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 any MAWO issued under this Master Agreement.

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

Contractor and its subcontractor(s) must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor’s violation of this Paragraph may constitute a

material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement.

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

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/>). 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. Contractor, its employees, and subcontractor(s) acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees, or its subcontractor(s) to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

#### **8.11 Conflict of Interest**

8.11.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement, any MAWO issued under this Master Agreement, or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Master Agreement or any MAWO issued under this Master Agreement. No officer or employee of 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.

8.11.2 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 Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If 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 includes, 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 8.11 will be a material breach of this Master Agreement.

## **8.12 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List**

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

## **8.13 Consideration of Hiring GAIN/START Participants**

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

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

## **8.14 Contractor Responsibility and Debarment**

### **8.14.1 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 this Master Agreement. It is the County's policy to conduct business only with responsible contractors.

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

Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning Contractor's performance this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar 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 years but may exceed five years or be permanent if warranted by

the circumstances, and terminate any or all existing contracts Contractor may have with the County.

#### **8.14.3 Non-responsible Contractor**

The County may debar Contractor if the Board finds, in its discretion, that 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 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.

#### **8.14.4 Contractor Hearing Board**

- If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise 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. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the proposed decision prior to its presentation to the Board of Supervisors.
- 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 years, that contractor may, after the debarment has been in effect for at least five 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 years; (2) the debarment has been in effect for at least five 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.

#### **8.14.5 Subcontractors of Contractors**

These terms will also apply to subcontractors of County contractors.

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

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, Exhibit C, in a prominent position at a contractor's place of business. 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/>



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

- 8.16.1 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.
- 8.16.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting Contractor's duty under this Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Master Agreement 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).

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

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

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

- 8.18.1 If awarded a MAWO under this Master Agreement to provide services at any County Behavioral Health Facility under a separate lease agreement, Contractor must repair the damage and restore the property in accordance with the terms of the lease.
- 8.18.2 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, its employees, or agents. Such repairs must be

made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.

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

## **8.19 Employment Eligibility Verification**

- 8.19.1 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 Master Agreement meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. 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), as they currently exist or as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.19.2 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 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 Master Agreement.

## **8.20 Counterparts and Electronic Signatures and Representations**

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

## **8.21 Fair Labor Standards**

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 Contractor's employees for which the County may be found jointly or solely liable.

## **8.22 Fiscal Disclosure**

Contractor must prepare and submit to Director, within 10 Days following execution of this Master Agreement, a statement executed by Contractor's duly constituted officers containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If, during the term of this Master Agreement, the source(s) of Contractor's funding changes, Contractor must promptly notify the Director in writing, detailing such changes.

## **8.23 Force Majeure**

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

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

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

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

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

## **8.25 Independent Contractor Status**

- 8.25.1 This Master Agreement is by and between the County and Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party are not, and will not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.25.2 Contractor is solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement and any MAWO issued under this Master Agreement, 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 Contractor.
- 8.25.3 Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is 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 Contractor pursuant to this Master Agreement.
- 8.25.4 Contractor must adhere to the provisions stated in Paragraph 7.6 of this Master Agreement (Confidentiality).

## **8.26 Indemnification**

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 Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnities.

## **8.27 General Provisions for all Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement and any resultant MAWO have been met, Contractor must provide and maintain at its own expense, insurance coverage satisfying the requirements specified in Paragraph 8.28 of this Master Agreement. These minimum insurance coverage terms, types, and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

### **8.27.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (collectively County and its Agents) have been given insured status under Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than 10 Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate must match Contractor's name identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles – Department of Public Health  
Contract Monitoring Section  
5555 Ferguson Drive, 3<sup>rd</sup> Floor, Suite 320  
Commerce, CA 90022  
Attention: Manager Contract Monitoring Section  
Email: [CMD-Monitoring@ph.lacounty.gov](mailto:CMD-Monitoring@ph.lacounty.gov)

- Contractor also must promptly report to County any injury or property damage, accident, or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies, or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Master Agreement or any resultant MAWO and could result in the filing of a claim or lawsuit against Contractor and/or the County.

#### **8.27.2 Additional Insured Status and Scope of Coverage**

The County and its Agents must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents' additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.27.3 Cancellation of or Changes in Insurance**

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to the County at least 10 Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may

constitute a material breach of this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

**8.27.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of this Master Agreement, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**8.27.5 Insurer Financial Ratings**

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**8.27.6 Contractor's Insurance Must Be Primary**

Contractor's insurance policies, with respect to any claims related to this Master Agreement or any MAWO issued under this Master Agreement, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

**8.27.7 Waivers of Subrogation**

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Master Agreement or any resultant MAWO. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.27.8 Subcontractor Insurance Coverage Requirements**

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide the County with each subcontractor's separate evidence of insurance coverage. Contractor is responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and must require that each subcontractor name the County and Contractor as Additional Insureds on the subcontractor's General Liability policy. Contractor must obtain the County's prior review

and approval of any subcontractor request for modification of the Required Insurance.

**8.27.9 Deductibles and Self-Insured Retentions (SIR)**

Contractor's policies may not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

**8.27.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Master Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Master Agreement expiration, termination, or cancellation.

**8.27.11 Application of Excess Liability Coverage**

Contractor may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

**8.27.12 Separation of Insureds**

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**8.27.13 Alternative Risk Financing Programs**

The County reserves the right to review for approval, Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

**8.27.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.



## **8.28 Insurance Coverage**

- 8.28.1 Contractor must maintain Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 8.28.2 Contractor must maintain Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Master Agreement and any MAWO issued under this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.28.3 Contractor must maintain Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers' or workmen's compensation law or any federal occupational disease law.

### **8.28.4 Unique Insurance Coverage**

- **Sexual Misconduct Liability**

Contractor must maintain insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$1 million per claim and \$1 million aggregate, and claims for negligent employment, investigation, supervision, training, or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- Professional Liability/Errors and Omissions/Medical Malpractice

Contractor must maintain insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Master Agreement's expiration, termination, or cancellation.

- Property Coverage

If Contractor is given exclusive use of County owned or leased property, Contractor must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for full replacement value.

## **8.29 Liquidated Damages**

8.29.1 If, in the judgment of the Director, Contractor is deemed to be non-compliant with the terms and obligations of any MAWO issued under this Master Agreement, the Director, or 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 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 Contractor from the County will be forwarded to Contractor by the Director, or designee, in a written notice describing the reasons for said action.

8.29.2 If the Director determines that there are deficiencies in the performance of any MAWO issued under this Master Agreement that the Director deems are correctable by Contractor over a certain time span, the Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from Contractor's payment, pro rata, those applicable portions of the monthly MAWO 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 Contractor's failure 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, and that Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor; and/or

(c) Upon giving five Days' notice to 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 Contractor from the County, as determined by the County.

8.29.3 The action noted above will not be construed as a penalty, but as adjustment of payment to Contractor to recover any County cost due to Contractor's failure to complete or comply with the provisions of this Master Agreement or any MAWO issued under this Master Agreement.

8.29.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement or any MAWO issued under this Master Agreement provided by law or as specified above, and may not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

### **8.30 Nondiscrimination and Affirmative Action**

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

8.30.2 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, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.30.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action includes, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.30.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, and/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.
- 8.30.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any MAWO issued under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.30.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.30 when so requested by the County.
- 8.30.7 If the County finds that any provisions of this Paragraph 8.30 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement and/or any MAWO issued under this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Master Agreement.

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

### **8.31 Non-Exclusivity**

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

### **8.32 Notice of Delays**

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

### **8.33 Notice of Disputes**

Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and Contractor regarding the performance of services as stated in this Master Agreement. 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.

### **8.34 Notice to Employees Regarding the Federal Earned Income Credit**

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.

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

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 C, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

### **8.36 Notices**

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid,

addressed to the parties as identified in Exhibits A (County's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving 10 business 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 Master Agreement.

### **8.37 Prohibition Against Inducement or Persuasion**

Contractor and the County agree that, during the term of this Master Agreement 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.

### **8.38 Prohibition Against Performance of Services While Under the Influence**

Contractor will ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

### **8.39 Public Records Act**

8.39.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.47 (Record Retention and Audits) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions include those listed in [California Government Code Section 7921.000](#) 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.

8.39.2 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 an SOQ marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.40 Publicity**

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Master

Agreement and any MAWO issued under this Master Agreement, must have written approval from the Director prior to publication, printing, duplication, and/or implementation. All such materials, public announcements, literature, audiovisuals, and printed material must include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health, and any other applicable funding sources.

For the purposes of this Master Agreement and any MAWO issued under this Master Agreement, all such items include, but are not limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

In addition, all such materials that are patient informing (e.g., Patient Handbook, confidentiality forms, admission agreements, complaints/grievance forms, etc.), must have language taglines informing patients that materials will be provided in other languages, upon request, and at no cost.

## **8.41 Purchases**

### **8.41.1 Purchase Practices:**

Contractor must fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring any furniture, fixtures, equipment, materials, and supplies, if funding is provided for such purposes hereunder. Such items must be acquired at the lowest possible price or cost.

### **8.41.2 Proprietary Interest of County**

In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, the County retains all proprietary interest, except for use during the term of any MAWO, in all furniture, fixtures, equipment, materials, and supplies purchased or obtained by Contractor using any MAWO funds designated for such purpose. Upon the expiration or earlier termination of the MAWO, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of a MAWO, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 Days of filing, the County has the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor.

Contractor will attach identifying labels on all such property indicating the proprietary interest of the County.

A. If Contractor is awarded a MAWO for SUDTS at a CBHF with a corresponding lease for use of the CBHF, the terms of said lease supersede.

#### **8.41.3 Inventory Records, Controls, and Reports**

Contractor must maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any MAWO funds designated for such purpose. Annually, Contractor must provide the County with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

#### **8.41.4 Protection of Property in Contractor's Custody**

Contractor must maintain vigilance and take all reasonable precautions to protect all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any MAWO funds designated for such purpose against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse, and must immediately notify the County of any such damage or loss. Contractor must contact the County for instructions for disposition of any such property which is worn out or unusable.

#### **8.41.5 Disposition of Property in Contractor's Custody:**

Upon termination of the funding of any program covered by any MAWO, or upon the expiration or earlier termination of this Master Agreement and any resultant MAWO, or at any other time that the County may request, Contractor must: (1) provide access to and render all necessary assistance for physical removal by the County or County's authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at the County's option, deliver any or all items of such property to a location designated by the County. Any disposition, settlement, or adjustment connected with such property must be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

### **8.42 Real Property and Business Ownership Disclosure**

#### **8.42.1 Real Property Disclosure**

If Contractor is renting, leasing, or subleasing, or planning to rent, lease, or sublease, any real property where persons are to receive



services under any MAWO issued under this Master Agreement (other than a lease with the County for use of a CBHF), Contractor must prepare and submit to the County 10 Days following execution of this Master Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

- (1) The location by street address and city of any such real property.
- (2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
- (3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; and, if the lessor or sublessor is a private corporation and its shares are not publicly traded, (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.
- (4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph 3 immediately above or, who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing must also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor must also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

- (5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by the Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor may only charge the program for costs of ownership. Costs of ownership must include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property must be appended to such affidavit and made a part thereof.

#### 8.42.2 Business Ownership Disclosure

Contractor must prepare and submit to the Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Master Agreement or any MAWO issued under this Master Agreement. If, during the term of this Master Agreement, Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor must notify the County in writing of such changes within 30 Days prior to the effective date thereof.

### 8.43 Reports

Contractor must make reports as required by the County concerning Contractor's activities and operations as they relate to this Master Agreement, any MAWO issued under this Master Agreement, and the provision of services hereunder. The Director will provide Contractor with at least 30 Days' prior written notification thereof with a written explanation of the procedures for reporting the information required.

Subject to the reporting requirements of the REPORTS Paragraph of this Master Agreement, Contractor must do the following:

- 8.43.1 Contractor must submit patient wait list information into the State's Drug and Alcohol Treatment Access Report ("DATAR"), the State Department of Health Care Services' system used to collect data on alcohol and other drug treatment capacity. Information must be submitted for each contracted site on a monthly basis, directly to DHCS using the web-based "DATARWEB" Reporting System at <https://adpapps.dhcs.ca.gov/datar/>.

By the 10th day of each month following the month for which the data is collected, Contractor must record and submit data to the

DATAR using the DATARWEB, as required by DHCS. Contractor's failure to submit the required monthly report to the State of California will result in all monthly payments under MAWO(s) issued under this Master Agreement being withheld. Payments will resume upon report submission by Contractor that is confirmed by the State.

- 8.43.2 Contractor must electronically enter data/reports into Sage, SAPC's database, by the 7<sup>th</sup> and 30<sup>th</sup> day of each month. Further instruction is provided in the most current version of the *Provider Manual*, which includes, but is not limited to, the California Outcome Measurement Systems (CalOMS), also known locally as the Los Angeles County Participant Reporting System (LACPRS), admission and discharge questions, financial eligibility, and benefits acquisition and/or enrollment confirmation, for each individual admitted to or departing from Contractor's services under this Master Agreement and any MAWO issued under this Master Agreement.

Contractor's failure to submit the required data/reports completely and on time to SAPC will result in all monthly payments being withheld for late submission of reports.

- 8.43.3 Contractor must submit other reports as required by the Director or by the State of California concerning Contractor's activities related to this Master Agreement and any MAWO issued under this Master Agreement.

- 8.43.4 Incident Reporting: Contractor must comply with incident and/or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor must furnish reports of incidents and/or sentinel events during its operation, specified as follows, to SAPC upon occurrence:

1. A written report must be made to the appropriate licensing authority and to SAPC within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events include the following:
  - a. Any unusual incident and/or event which threatens the physical or emotional health or safety of any person, including, but not limited to, suicide or death, medication error, overdose, delay in treatment, or serious injury.
  - b. Any suspected physical or psychological abuse of any person, client, or participant.

2. The written report must include the following:

- a. Client/participant's name, age, and sex;

- b. Date and nature of event;
- c. Disposition of the case; and
- d. Staffing pattern at the time of the incident.

#### **8.44 Recycled Content Bond Paper**

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible on any MAWO issued under this Master Agreement.

#### **8.45 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 Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract.

#### **8.46 Staffing**

Contractor must operate continuously throughout the term of any MAWO issued under this Master Agreement with at least the minimum number of staff required by County. Such personnel must be qualified in accordance with standards established by the County. In addition, Contractor must comply with any additional staffing requirements which may be included in a MAWO or the Exhibits attached hereto.

During the term of this Master Agreement, Contractor must have available and must provide upon request to authorized representatives of the County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also must indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Master Agreement, Contractor must, prior to filling said vacancy, notify the County's Director. Contractor must provide the above set forth required information to the County's Director regarding any candidate prior to any appointment. Contractor must institute and maintain appropriate supervision of all persons providing services pursuant to any MAWO issued under this Master Agreement.

Contractor must institute and maintain a training/staff development program pertaining to those services provided under any MAWO issued under this Master Agreement. Appropriate training/staff development must be

provided for treatment, administrative, and support personnel. Training activities must be planned and scheduled in advance, and must be conducted on a continuing basis. Contractor must develop and institute a plan for an annual evaluation of such training/staff development program.

#### **8.47 Record Retention and Audits**

8.47.1 Service Records: Contractor must maintain all service records related to any MAWO issued under this Master Agreement for a minimum period of seven years following the expiration or prior termination of this Master Agreement. Contractor must provide, upon request by the County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder. Records must be accessible as detailed in the subsequent Subparagraph(s).

8.47.2 Financial Records: Contractor must prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by the Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at: [AC Contract Accounting and Administration Handbook – June 2021 \(lacounty.gov\)](https://lacounty.gov/AC-CAAH)

If any MAWO issued under this Master Agreement is federally funded, Contractor must adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance.

Such records must clearly reflect the actual cost of the type of service for which payment is claimed and include, but not be limited to:

- (1) Books of original entry which identify all designated donations, grants, and other revenues, including County, federal, and State revenues, and all costs by type of service.
- (2) General Ledger.
- (3) A written cost allocation plan which includes reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

- (4) Personnel records which show the percentage of time worked providing services claimed under this Contract. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.
- (5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved Contract budget. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under any MAWO issued under this Master Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records must be retained by Contractor at a location within Los Angeles County during the term of this Master Agreement and for a minimum of seven years following expiration or earlier termination of this Master Agreement, or until federal, State, and/or County audit findings are resolved, whichever is later. During such retention period, all such records must be made available during normal business hours within 10 Days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, Contractor must permit such inspection or audit to take place at an agreed to outside location, and Contractor must pay the County for all travel, per diem, and other costs incurred by the County for any inspection and audit at such other location. Contractor further agrees to provide such records, when possible, immediately to the County by facsimile (fax), electronic mail (e-mail), or file transfer protocol, upon the Director's request. The Director's request will include appropriate County fax number(s) and/or e-mail address(es) for Contractor to provide such records to the County. In any event, Contractor agrees to make available the original documents of such fax and e-

mail records when requested by the Director for review as described hereinabove.

- 8.47.3 Preservation of Records: If, following termination of this Master Agreement, Contractor ceases doing business or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.
- 8.47.4 Audit Reports: In the event that an audit of any or all aspects of this Master Agreement or any MAWO issued under this Master Agreement is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor must file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with the County's Auditor-Controller (Audit Branch) within 30 Days of Contractor's receipt thereof, unless otherwise provided for under this Master Agreement, or under applicable federal or State regulations. To the extent permitted by law, County will maintain the confidentiality of such audit report(s).
- 8.47.5 Independent Audit: Contractor's financial records must be audited by an independent auditor in compliance with 2 CFR 200.501, for every year that this Contract is in effect. The audit must be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor must complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 Days after receipt of the auditor's report(s) or nine months after the end of the audit period.

If the audit report(s) is/are not delivered by Contractor to the County within the specified time, the Director may withhold all payments to Contractor under all service agreements between the County and Contractor until such report(s) is/are delivered to the County.

The independent auditor's work papers must be retained for a minimum of three years from the date of the report, unless the auditor is notified in writing by the County to extend the retention period. Audit work papers must be made available for review by federal, State, or County representatives upon request.

8.47.6 **Federal Access to Record**

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of seven years following the furnishing of services under any MAWO issued under this Master Agreement, Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorize representatives, the agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract must provide for such access to the subcontract, books, documents and records of the subcontractor.

- 8.47.7 Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor must fully cooperate with the County's representatives. Contractor must allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Master Agreement and any MAWO issued under this Master Agreement and must allow photocopies to be made of these documents utilizing Contractor's photocopier, for which the County will reimburse Contractor its customary charge for record copying services, if requested. The Director will provide Contractor with at least 10 business days' prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

The County may conduct a statistical sample audit/compliance review of all claims paid by the County during a specified period. The sample will be determined in accordance with generally accepted auditing standards. An exit conference will be held following the performance of such audit/compliance review at which time the result will be discussed with Contractor. Contractor will be provided with a copy of any written evaluation reports.

Contractor will have the opportunity to review the County's findings on Contractor, and Contractor will have 30 Days after receipt of the County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the 30-Day period, there remains audit exceptions which have not been resolved to the satisfaction of the County's representatives, then the exception rate found in the audit, or sample, will be applied to the total County payment made



to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to the County. The County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

8.47.8 Audit Settlements:

- (1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services, and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by the County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services must be repaid by Contractor to the County. For the purpose of this Paragraph an "unsubstantiated unit of service" means a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" means stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.
- (2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, Contractor must repay the County the difference immediately upon request, or the County has the right to withhold and/or offset that repayment obligation against future payments.
- (3) If within 30 Days of termination of this Master Agreement, such audit finds that the units of service, allowable costs of services, and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by the County, then the difference may be paid to Contractor, not to exceed any applicable County maximum MAWO obligation.
- (4) In no event will the County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.
- (5) In the event that Contractor's actual allowable and documented cost for a unit of service is less than fee-for-service rate(s) set out in the budget(s), Contractor will only be reimbursed for its actual allowable and documented costs.

- 8.47.9 Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph will constitute a material breach of this Master Agreement upon which Director may suspend or County may immediately terminate this Master Agreement and any MAWO issued under this Master Agreement.

#### **8.48 Service Delivery Site – Maintenance Standards**

Contractor must ensure that the locations where services are provided under provisions of any MAWO issued under this Master Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, and landscaping, and remain in full compliance with all applicable local laws, ordinances, and regulations related to the property. The County's periodic monitoring visits to facilities where services are provided will include a review of compliance with the provisions of this Paragraph.

#### **8.49 Subcontracting**

- 8.49.1 The requirements of this Master Agreement may not be subcontracted by Contractor without the advance written approval of the County. Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.49.2 If Contractor desires to subcontract, 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.
- 8.49.3 Contractor must indemnify 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 Contractor employees.
- 8.49.4 Contractor remains fully responsible for all performances required of it under this Master Agreement and any MAWO issued under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.
- 8.49.5 The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees providing services under this Master Agreement and any resultant MAWO issued under this Master Agreement. Contractor must notify its subcontractors of this County right.

- 8.49.6 The County's MAPD 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 its files.
- 8.49.7 Contractor is solely liable and responsible for all payments or other compensation to any subcontractor(s) and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.49.8 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. Contractor must ensure delivery of all such documents before any subcontractor employee may perform any work hereunder.

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

Contractor's failure to maintain compliance with the requirements set forth in Paragraph 8.16 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, Contractor's failure to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Master Agreement or any MAWO issued under this Master Agreement, pursuant to Paragraph 8.52 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

#### **8.51 Termination for Convenience**

- 8.51.1 The County may terminate this Master Agreement and any MAWO issued hereunder, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 Days after the notice is sent.
- 8.51.2 Upon receipt of a notice of termination and except as otherwise directed by the County, Contractor must immediately:
- Stop work under this Master Agreement and any MAWO issued under this Master Agreement, as identified in such

notice;

- Transfer title and deliver to the County all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.51.3 All materials including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement or any MAWO issued under this Master Agreement must be maintained by Contractor in accordance with Paragraph 8.47 (Record Retention and Audits).

## **8.52 Termination for Default**

8.52.1 The County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement or any resultant MAWO, if, in the judgment of the County's Project Director:

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

8.52.2 In the event that the County terminates this Master Agreement, in whole or in part, as provided in Paragraph 8.52.1, 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. Contractor will be liable to the County for the costs of such similar goods and services. Contractor will continue the performance under any MAWO issued under this Master Agreement to the extent not terminated under the provisions of this paragraph.

8.52.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.52.2 if its failure to perform this Master Agreement, including any MAWO issued hereunder, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts

of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign or contractual capacities, fires, floods, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.52.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.52.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.52, it is determined by the County that Contractor was not in default under the provisions of this Paragraph 8.52, or that the default was excusable under the provisions of Paragraph 8.52.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.51 (Termination for Convenience).
- 8.52.5 The rights and remedies of the County provided in this Paragraph 8.52 are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

### **8.53 Termination for Improper Consideration**

- 8.53.1 The County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Master Agreement and any resultant MAWO issued under this Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Master Agreement or any resultant MAWO. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.53.2 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/>.

- 8.53.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.54 Termination for Insolvency**

- 8.54.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor;
- The execution by Contractor of a general assignment for the benefit of creditors.

- 8.54.2 The rights and remedies of the County provided in this Paragraph 8.54 are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

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

Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Section 2.160.010](#). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement or any MAWO issued under this Master Agreement.

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

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement or any MAWO issued under this Master Agreement during any of the County's future fiscal years, unless and until the Board appropriates funds for this Master Agreement or any resultant MAWO in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for any MAWO issued under this Master Agreement, then any such MAWO will terminate as of June 30<sup>th</sup> of the last fiscal year for which funds were appropriated. The County will notify

Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.57 Validity**

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

#### **8.58 Waiver**

No waiver by the County of any breach of any provision of this Master Agreement or any MAWO issued under this Master Agreement 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 Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.58 are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.59 Warranty Against Contingent Fees**

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

8.59.2 For breach of this warranty, the County will have the right to terminate this Master Agreement and any resultant MAWO, at its sole discretion, deduct from the MAWO price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.60 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 the 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 the 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 Master Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#), the County's Defaulted Property Tax Reduction Program.

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

Contractor's failure to maintain compliance with the requirements set forth in Paragraph 8.60 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, Contractor's failure to cure such default within 10 Days of notice will be grounds upon which the County may terminate this Master Agreement or any MAWO issued under this Master Agreement, and/or pursue Contractor debarment pursuant to [Los Angeles County Code Chapter 2.202](#).

#### **8.62 Time off For Voting**

Contractor must notify and provide to 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 10 Days before every Statewide election, Contractor and any subcontractor(s) 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 [Elections Code Section 14000](#).

#### **8.63 Injury and Illness Prevention Program**

Contractor is required to comply with the State of California's Division of Occupation Safety and Health (Cal OSHA) regulations. California Code of Regulations (CCR) 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.

#### **8.64 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding**

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors are prohibited from making a contribution of more than \$500 to a County officer for 12 months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

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

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

9.1.1 The parties acknowledge the existence of the [Health Insurance Portability and Accountability Act of 1996 \(HIPAA\)](#) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity"



under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

- 9.1.2 The parties acknowledge their separate and independent obligations with respect to HIPAA and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that the County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on the County for legal advice or other representations with respect to Contractor's obligations under HIPAA but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 9.1.3 Contractor and the County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.
- 9.1.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it will indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

## **9.2 Contractor's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" ([SB 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring Contractor to complete Exhibit F (Charitable Contributions Certification), the County seeks to ensure that if Contractor receives or raises charitable contributions, it is in compliance with California law in order to protect the County and its taxpayers. If Contractor receives or raises charitable contributions without complying with its obligations under California law, it commits a material breach subjecting it to either Master Agreement or MAWO termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

## **9.3 Ownership of Materials, Software and Copyright**

- 9.3.1 The County is the sole owner of all right, title, and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through

Contractor's work pursuant to this Master Agreement and any resultant MAWO. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement and any MAWO issued under this Master Agreement.

- 9.3.2 During the term of this Master Agreement and for five years thereafter, Contractor must maintain and provide security for all Contractor's working papers prepared under this Master Agreement and any resultant MAWO. The County will have the right to inspect, copy, and use, at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software, and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Master Agreement, the County will not be obligated to Contractor in any way under Paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.3.3 or for any disclosure which the County is required to make under any State or federal law or order of court.

#### **9.4 Contractor Performance During Civil Unrest or Disaster**

Contractor recognizes that the County provides essential services to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Master Agreement, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement is considered a material breach by Contractor for which the

County may immediately suspend or terminate this Master Agreement or any MAWO issued under this Master Agreement.

**9.5 Licenses, Permits, Registrations, Accreditations, and Certificates**

Contractor must obtain and maintain during the term of this Master Agreement, all appropriate licenses, permits, registrations, accreditations, degrees, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor must ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor must provide a copy of each license, permit, registration, accreditation, and certificate upon request of Public Health at any time during the term of this Master Agreement.

**9.6 No Intent to Create a Third-Party Beneficiary Contract**

Notwithstanding any other provision of this Master Agreement, the parties do not in any way intend that any person acquires any rights as a third-party beneficiary under this Master Agreement or any MAWO issued under this Master Agreement.

**9.7 Contractor's Exclusion from Participating in Federally Funded Program**

9.7.1 Contractor hereby warrants that neither it nor any of its staff members is/are restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify the Director within 30 Days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

9.7.2 Contractor must indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

9.7.3 Contractor's failure to meet the requirements of this Paragraph constitutes a material breach of contract upon which the County may immediately terminate or suspend this Master Agreement or any MAWO issued under this Master Agreement.

**9.8 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 D.F.R.**

## **Part 76)**

Contractor hereby acknowledges that the County is prohibited from contracting with, and making sub-awards to, parties that are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, or directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor must immediately notify the County in writing, during the term of this Master Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor's failure to comply with this provision constitutes a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement or any MAWO issued under this Master Agreement.

### **9.9 Whistleblower Protections**

- 9.9.1 Per federal statute 41 U.S.C. Section 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.
- 9.9.2 Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the

contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

- 9.9.3 The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under 41 U.S.C. Section 4712 in the predominant native language of the workforce; and contractors and grantees must include such requirements in any agreement made with a subcontractor or subgrantee.

#### **9.10 Most Favored Public Entity**

If Contractor's prices decline, or should Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in any MAWO issued under this Master Agreement, then such lower prices will be immediately extended to the County.

#### **9.11 Compliance with County's Child Wellness Policy**

This Master Agreement and any resultant MAWO is subject to Chapter 3.116 of the County Code entitled Los Angeles County Child Wellness Policy. As required by the Child Wellness policy, Contractor must make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

#### **9.12 Board of Directors, Advisory Board and Organizational Chart**

##### **9.12.1 Board of Directors:**

Contractor's Board of Directors must serve as Contractor's governing body. Contractor's Board of Directors must be comprised of a minimum of not less than five members, who are all at least 18 years of age, and should include representatives of the population group(s) being served under any MAWO issued under this Master Agreement; must meet at least four times each calendar or fiscal year, or not less than quarterly; and must record minutes or statements of proceedings which include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which must be available for review by federal, State, or County representatives. The Board of Directors must have a quorum

present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors must review all Contractor contract related activities. Specific areas of responsibility include executive management, personnel management, fiscal management, fundraising, public education and advocacy, Board recruitment and Board member development (i.e., training and orientation of new Board members), and ongoing in-service education for existing members.

#### 9.12.2 Advisory Board or Group:

Contractor must establish and maintain an advisory board or group consisting of five or more persons. The advisory board or group will advise Contractor's director or program administrator regarding program administration and service delivery. The advisory board or group will consist of people who reside in, or represent the interests of, the community being served. In establishing an advisory board or group, Contractor must demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. Contractor's own Board of Directors may function as the advisory board with the prior written approval of the County's Director. When Contractor's Board of Directors is allowed to function as an advisory board, it must meet at least four times each calendar or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

#### 9.12.3 Organizational Chart:

During the term of this Master Agreement, Contractor must maintain and have available an organizational chart detailing lines of authority and incumbents for the organization. Contractor must make the most current version of the organizational chart available upon request by any federal, State, or County representative.

### **9.13 Staffing and Training**

- A. Recruitment and Hiring of Staff: Contractor must fill any vacant budgeted position within 60 Days after the vacancy occurs. (Approval of any exceptions to this requirement must be obtained in writing from the Director.) In addition to the requirements set forth under this Paragraph, Contractor must comply with any additional staffing requirements which may be included in any MAWO(s) issued under this Master Agreement.

Contractor is encouraged to recruit and hire staff in service positions who are fluent in American Sign Language and the primary language of any special population group being served.

- B. Training: Contractor must ensure each administrative (i.e., management) and service (i.e., treatment and support personnel) staff member receives mandated trainings, based on role, during each fiscal year while this Master Agreement is in effect. Mandated trainings for all staff include, but are not limited to: HIV/AIDS/STI/other communicable diseases, Cultural Competence, CPR/First Aid, confidentiality, and other trainings as described in the most current version of the *Provider Manual* and as may be required by the State.

Additional trainings for clinical staff include, but are not limited to: Motivational Interviewing, Cognitive Behavioral Therapy, American Society of Addiction Medicine (“ASAM”) Criteria, overdose reversal, and other trainings as described in the most current version of the *Provider Manual*, as required by SAPC Bulletins, and as additional trainings as required by the State.

All training received during the term of this Master Agreement must be included in the personnel file of all administrative and service staff employed by Contractor. Contractor must have available and provide upon request by authorized representatives, a copy of all certificates, sign-in sheets, or other related documented confirmation of training. Contractor must ensure that all staff receive the necessary training to possess the requisite qualifications, knowledge, and skills to perform their duties competently according to best practices. Contractor must ensure that relevant staff attend all County-mandated trainings as outlined at the beginning of each fiscal year.

- C. Staff certification and licensing: Contractor must ensure that program staff who provide counseling services (as defined in Title 9 CCR, Div.4, Chapter 8, Section 13005, California Code of Regulations) are licensed, certified, or registered to obtain certification or license pursuant to Title 9 CCR, Div. 4, Chapter 8 (commencing with Section 13000). Written documentation of licensure, certification, or registration must be included in the personnel file of all service staff employed by Contractor who provide counseling services.

Contractor must ensure that program staff who provide counseling services (as defined in Title 9, CCR, Div. 4, Chapter 8, Section 13005, CCR) comply with the code of conduct, pursuant to Section 9 CCR Section 13060, developed by the organization or entity by which they were registered, licensed, or certified.

- D. Residential and Detoxification Services: If residential and/or detoxification services are provided hereunder, all staff providing direct services to program participants must receive cardiopulmonary resuscitation ("CPR") training. Within six months after beginning employment with Contractor, such staff must complete the Standard Red Cross First Aid Class ("First Aid") or equivalent training. Contractor must ensure that all of its staff who perform direct services hereunder, obtain and maintain in effect during the term of this Master Agreement, all CPR and First Aid certificates which are applicable to their performance hereunder.

Additionally, such staff must be trained to recognize indications of at least the following, any of which requires immediate attention and referral: jaundice, convulsions, shock, pain, bleeding, and coma.

Contractor must keep records of training and continuing education in the personnel files of all administrative and direct service staff.

- E. Services for Youth: If services for youth are provided hereunder, Contractor must ensure that services are developed and implemented pursuant to the most current version of the [Adolescent Substance Use Disorder Best Practices Guide](#).
- F. The following requirements apply to employees and volunteers involved in the provision of as-needed SUD treatment services at County Behavioral Health Facilities and must be documented in each individual's personnel file:
- (1) All staff employed by Contractor and subcontractor(s), if applicable, must not have been on active probation or parole within the last three years, and must have a Live Scan fingerprint check for criminal history background in accordance with Paragraph 7.5 of this Master Agreement, Background and Security Investigations, prior to employment. Contractor must not employ any person if they have a criminal conviction record or pending criminal trial for offenses specified by the County (e.g., felonies, falsification of public records, sex offenses, and offenses against children), unless such information has been fully disclosed and employment of employee for this program has been formally approved by Public Health, and if the youth program is funded by the Probation Department, by the Probation Department. The County reserves the right to prohibit any such person performing services under this Master Agreement or any MAWO issued under this Master Agreement.



- (2) Employees working with youth must have at least two years of prior experience in a youth program or in the alternative, two years of prior experience working with youth.
- (3) Counselors working with youth in treatment must be licensed, certified or registered to obtain certification in accordance with Title 9, CCR, Div. 4, Chapter 8.
- (4) All staff must be trained in child abuse reporting and neglect issues, as well as the statutory requirements of mandated reporters in accordance with the Child Abuse and Neglect Reporting Act ("CANRA").

G. Contractor must have a policy and signed employee statement prohibiting sexual harassment and sexual contact between clients/participants, service employee staff, and administrative staff, including members of the Board of Directors. The signed employee statement must be kept in each staff, volunteer, and Board of Director members' personnel file. The policy and signed employee statement must state that sexual harassment and sexual contact is prohibited between clients/participants, service employee staff, and administrative staff, including members of the Board of Directors. Contractor must include this prohibition policy as part of an overall client/participant's rights statement which must be given to client/participants at the time of admission into the facility. Such prohibition must remain in effect for no less than six months after a client/participant exits the recovery service program.

H. Contractor must designate at least one employee as a "[Disability Access Coordinator](#)" to ensure appropriate reasonable accommodation to access program services and to receive and resolve complaints from disabled individuals regarding access to services.

#### **9.14 Participant Eligibility**

Contractor must determine and confirm eligibility for participants to receive SUD services and financial coverage (Medi-Cal, insurance, or other third-party payer). Medi-Cal is the first payor of services for persons with SUD who are being served under any MAWO issued under this Master Agreement. Within 90 Days after a participant is first given services under any MAWO issued under this Master Agreement, Contractor must document that all potential sources of payments to cover the costs of participant services have been identified, and that Contractor, or such participant, has attempted to verify participant's eligibility for Medi-Cal. In addition to the requirements set forth under this Paragraph, Contractor must provide a written certification to the County stating whether the participant is eligible for Medi-Cal, insurance, or other third-party coverage. Contractor

must retain such documentation and allow the County access to the same in accordance with Paragraph 8.47 of this Master Agreement, Record Retention and Audits.

#### **9.15 Imposition of Charges and Fees**

In accordance with federal, State, and County laws and regulations, no fees, additional charges, waitlist payments, deposits, or any other type of monetary requirements may be imposed on any client/participant receiving DMC-ODS services under this Master Agreement or any resultant MAWO. Contractor's failure to comply with this requirement may result in the withholding of payments or other MAWO actions, i.e., MAWO suspension or termination.

#### **9.16 Evaluation of Services**

Contractor will provide services to the County as described and as summarized in MAWO(s) issued under this Master Agreement, along with related Statement(s) of Work.

As a result of federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation components may include, but are not limited to: interviews of program administrators, staff, and client/participants; questionnaires; observation of staff in-service training and staff delivery of services to client/participants; review and abstraction of information from participant records; the Los Angeles County Participant Reporting System ("LACPRS") for both admission and discharge information; the reporting of services received by selected participants; and other evaluation activities. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances, and will be conducted under applicable federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County, with additional oversight by a County-appointed advisory group.

#### **9.17 Emergency Medical Treatment**

Participants treated under any MAWO issued under this Master Agreement who require emergency medical treatment for physical illness or injury must be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care may not be a charge to County nor reimbursable to Contractor hereunder.

#### **9.18 Tobacco-Free and Cannabis-Free Environment and Tobacco and Cannabis Awareness**

Contractor must provide a tobacco-free/cannabis free environment and develop tobacco and cannabis awareness at the locations (i.e., facilities)

where services are provided under MAWO(s) issued under this Master Agreement by taking the following actions:

- 9.18.1 Prohibiting smoking and vaping of any substance in all areas within the facilities.
- 9.18.2 Prohibiting smoking and vaping of any substance within 50 feet of doors and windows at all program facilities.
- 9.18.3 Integrating information regarding nicotine, cannabis smoking cessation, and the trigger effect of secondhand smoke into treatment and recovery program curricula.
- 9.18.4 Establishing appropriate smoking cessation services, or providing referral to appropriate smoking cessation services, for participants served under any MAWO issued under this Master Agreement. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the MAWO, or termination of this Master Agreement or the MAWO, or both.

#### **9.19 Drug Free Workplace**

Contractor must comply with the requirements of Government Code Section 8350 et seq. (Drug-Free Work place Act of 1990) and provide a drug free workplace, in the provision of services herein, by taking the following actions:

- 9.19.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's workplace, including a statement specifying the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).
- 9.19.2 Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The organization's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations.
- 9.19.3 Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the services under any MAWO issued under this Master Agreement:
  - 1. Be given a copy of the County's drug-free policy statement; and

2. As a condition of providing services under any MAWO issued under this Master Agreement, agree to abide by the terms of the published statement.

Contractor's failure to comply with the above-listed requirements may result in the County withholding payments to Contractor for services provided under any MAWO issued under this Master Agreement, or termination of the MAWO or this Master Agreement, or both, and Contractor may be ineligible for future County contracts if the County determines that any of the following has occurred:

1. Contractor has made a false certification; or
2. Contractor has violated the certification by failing to carry out the requirements as noted above.

## **9.20 Human Immunodeficiency Virus (“HIV”)/Acquired Immune Deficiency Syndrome (“AIDS”) Education**

- 9.20.1 Contractor must ensure that its Board of Directors reviews and adopts an HIV/AIDS policy that includes all elements of this Paragraph 9.20.
- 9.20.2 Contractor must develop policies and procedures which are adopted by Contractor’s Board of Directors, that address priority admissions, confidentiality, charting, and all other issues necessary to ensure the protection of the rights of all HIV positive participants.
- 9.20.3 Contractor must develop and implement policies and procedures for staff and participants and must designate an HIV/AIDS resource person who will be Contractor’s liaison to SAPC, and designate and document this person’s responsibilities.
- 9.20.4 The HIV/AIDS resource person must attend required meetings and trainings relative to HIV and substance (e.g. HIV Drug and Alcohol Task Force, etc.). The HIV/AIDS resource liaison must ensure participants are aware of such training and educational opportunities.
- 9.20.5 The HIV/AIDS resource person must distribute HIV/AIDS policies and procedures to each staff member. A signed commitment and acknowledgement form must be maintained in each employee’s personnel file. Contractor must institute regular re-evaluation of the HIV/AIDS policy and recommended changes or addendum when warranted by changes in HIV/AIDS care or epidemiology, and/or in federal or State law.
- 9.20.6 The HIV/AIDS resource person must develop an overall HIV/AIDS educational plan which includes, but is not limited to, HIV prevention, HIV transmission, basic HIV information, risk-

reduction, and local resources. This plan must include a curriculum for staff and participants, as well as a system to document staff and participant participation. An Acknowledgement of HIV/AIDS Risk Reduction Information Form must be maintained in each client/participant's file. The curriculum must include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis).

- 9.20.7 Contractor must maintain signage and educational materials regarding reducing the risk of HIV virus transmission in its program facility(ies) and incorporate into its services. Staff and participants must be provided with current, up-to-date brochures and other educational materials which are reflective of the population served by Contractor, in culturally appropriate formats and languages. Printed materials must provide information on risk-reduction and testing, in addition to whatever information is deemed appropriate for the population(s) served by Contractor. Materials must be in stock, visible, and easily available to client/participants, and in compliance with Paragraph 9.26 - Compliance with Culturally and Linguistically Appropriate Services Standards (CLAS).
- 9.20.8 Contractor must make available to all participants and employees the location(s) of HIV/AIDS counseling and confidential testing sites and treatment centers within Los Angeles County.
- 9.20.9 Contractor must develop resource information and linkages to support the special medical, social, psychological, case management, etc., needs of HIV positive clients/participants, and make referrals when appropriate, while clients/participants are in the program and for discharge planning.
- 9.20.10 Contractor may not deny services to any persons solely because they are perceived to be at high risk for HIV infection (e.g., injection drug users, gay and/or bi-sexual men/women, sex workers, etc.) or have been diagnosed with HIV/AIDS.
- 9.20.11 Contractor must consider priority admission for all client/participants with HIV/AIDS.
- 9.20.12 Contractor must comply with all applicable federal and State laws relating to confidentiality of the HIV/AIDS status of the client/participant.
- 9.20.13 If Contractor is not able to provide HIV/AIDS services at the location where services under any MAWO awarded under this Master Agreement are provided, Contractor must make every effort to link client/participants to available services. At client/participant's choice, Contractor must provide interim

services as defined in 45 CFR 96.121 until the individual is admitted into a program, including at a minimum, counseling, and education about HIV, transmission prevention, the risk of transmission to sexual partners and infants, and appropriate HIV services/treatment. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as prenatal care.

## **9.21 Message Regarding the Unlawful Use of Tobacco Use of Alcohol and Other Drugs**

Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under any resulting MAWO, including but not limited to those produced in audio, print, or video, and which pertain to messages provided by Contractor's program to participants and the general public, must all be produced in accordance with the requirements of California Health and Safety Code Sections 11999, 11999.1, 11999.2 and 11999.3, and must specifically contain a clear statement that promotes no unlawful use of alcohol and other drugs and that the unlawful use of alcohol and other drugs is both illegal and dangerous.

Contractor must provide SAPC with any audio, printed, video, or other materials planned for general public dissemination for review upon SAPC's request.

## **9.22 Child/Elder Abuse Fraud Report**

- 9.22.1 Contractor's mandated reporting staff working under any MAWO issued under this Master Agreement that are subject to California Penal Code (PC) Section 11164 et seq. must comply with the reporting requirements described in PC Section 11164 et seq. and must report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by the aforementioned Code sections. Contractor's mandated reporting staff working under any MAWO issued under this Master Agreement must make the report on such abuse, and must submit all required information, in accordance with PC Sections 11166 and 11167.
- 9.22.2 Child abuse reports must be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.
- 9.22.3 Contractor's mandated reporting staff working under any MAWO issued under this Master Agreement that are subject to California Welfare and Institutions Code ("WIC"), Section 15600 et seq. must comply with the reporting requirements described in WIC Section 15600 et seq. and must report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a

local law enforcement agency, as mandated by these code sections. Contractor's mandated reporting staff must make the report on such abuse, and must submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

- 9.22.4 Elder abuse reports must be made by telephone to the Aging and Disabilities Department hotline at (800) 992-1660 within one business day from the date Contractor became aware of the suspected instance of elder abuse.
- 9.22.5 Contractor staff providing services under any MAWO issued under this Master Agreement must also immediately report all suspected fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970 unless otherwise restricted by law from disclosing such information.

## **9.23 Nondiscrimination and Institutional Safeguards for Religious Providers**

42 CFR Part 54 applies to organizations which meet the definition of a religious organization. This provision applies to the provision of federal funds for direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant. Religious organizations are eligible, on the same basis as any other organization, to participate in applicable programs, as long as their services are provided consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. Further, said provision prohibits State or local governments receiving federal substance abuse funds from discriminating against an organization that is, or applies to be, a program participant on the basis of the organization's religious character or affiliation. This provision also prohibits the use of funds for support of any inherently religious activities, such as worship, religious instruction, or proselytization and provides a program client/participant with right to receive services from an alternative provider if the program client/participant objects to the religious character of the program. Contractor must have a system in place to ensure that referral to an alternative provider or service reasonably meets the requirements of timeliness, capacity, accessibility, and equivalency. Referrals must be made in a manner consistent with all applicable confidentiality laws, including, but not limited to 42 CFR Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), and notice of such referrals must be made to SAPC in writing.

## **9.24 Automated Los Angeles County Participant Reporting System (LACPRS)**

Contractor must participate and cooperate in the automated LACPRS or an enhanced replacement system. For the purpose of reporting data, Contractor will enter client information and services provided to each client directly into the LACPRS via Internet or data exchange. In order to access LACPRS, Contractor must use a computer that includes but is not limited

to: peripherals hardware, software, cable lines and connections, Internet access and modem to establish and maintain connectivity to LACPRS. Contractor must provide all necessary maintenance for the computer and related equipment, and ensure that the computer equipment and internet connectivity are up to date and in good operational order at all times. Contractor must ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by the County.

## **9.25 Performance Improvement Plans and Performance Measures**

9.25.1 Contractor is required to submit its annual performance improvement plan (“PIP”) by August 1 of each year. This PIP must include at least one clinical and one non-clinical plan addressing the most critical barriers to treatment identified by Contractor based on CalOMS, Substance Abuse Service Helpline (“SASH”), Client Engagement and Navigation Services (“CENS”), and/or other data reports.

9.25.2 Contractor's performance under this Master Agreement will be measured against pre-established performance measures and benchmarks. The County will provide Contractor with the established performance measures and benchmarks in advance and provide a report of Contractor's performance through “dashboards”. Contractor is required to review the dashboards quarterly (at minimum) and implement actions to achieve any unmet standard for the reviewed period. SAPC will also review these dashboards quarterly and send a written notice to Contractor and/or require technical assistance to support achievement of the benchmark prior to the end of the fiscal year. For purposes of measuring Contractor's performance, the following apply:

1. Contractor is required to meet the County benchmarks set by SAPC for each type of service (e.g., outpatient, residential, withdrawal management, opioid treatment program.)
2. If Contractor does not meet one or more of the benchmarks by the end of each fiscal year (June 30), SAPC will request a Corrective Action Plan (CAP) to be submitted by Contractor, in addition to the annual PIP.
3. Failure by Contractor to submit the annual PIP and any CAP or response to a CAP, as requested by SAPC, may result in the withholding of payments.



## **9.26 Compliance with Culturally and Linguistically Appropriate Service Standards (CLAS)**

Contractor must ensure that all services provided under any MAWO issued under this Master Agreement are delivered in a culturally and linguistically appropriate manner, in accordance with 42 CFR, part 438, the National CLAS Standards (available at <https://thinkculturalhealth.hhs.gov/clas> and as described in SAPC Bulletin 18-03, unless superseded by an updated version, or more current version, and the most current version of the *Provider Manual*. Contractor must ensure that, in accordance with all applicable federal, State, and local laws, rules, regulations, directives, guidelines, policies and procedures, clients/participants who have limited English proficiency, who are non-English monolingual, or who have a disability are provided information on the free language assistance services that are available to them, including prominent posting of language assistance services. These services include the provision of bilingual staff who are representative of the primary population(s) served, oral and sign language interpreters, and auxiliary aids and services (e.g., large print documents, braille, TTD/TTY, closed caption, etc.).

Contractor must ensure its policies, procedures, and practices are consistent with the CLAS standard and language assistance requirement and are incorporated into Contractor's organizational structure, as well as day-to-day operations.

Any materials that are client/participant informing (e.g., Patient Handbook, confidentiality forms, admission agreements, complaints/grievance forms, etc.) must have language taglines informing clients/participants that materials will be provided in other languages, upon request, and at no cost.

## **9.27 Restriction on the Distribution of Sterile Syringes/Needles**

Contractor must ensure that none of the funds provided under any MAWO issued under this Master Agreement will be used for the distribution of sterile syringes.

## **9.28 Electronic Health Record System**

Contractor must secure and utilize a certified and approved Electronic Health Record ("EHR") system. Contractor may choose to utilize the County's EHR, Sage, as its primary SUD EHR to meet this requirement. Contractor, regardless of whether it has its own EHR, is required to utilize the County's Sage system, or effectively interface with the Sage system, for submission of clinical materials for utilization management and quality improvement purposes and for billing purposes. Whether Contractor chooses to use Sage or its own EHR for clinical documentation, Contractor must ensure and maintain the appropriate technology, staff training, security practices, and information system to support the EHR functioning.

Should Contractor choose to utilize an EHR other than Sage, Contractor must ensure that the system meets all program requirements including, but not limited to appropriate configuration related to reimbursement rates, documentation requirements, benefit description, billing/claim submission, data systems (e.g., CalOMS), authorization requests and approved documentation templates. Contractor must ensure that all security and confidentiality requirements are met when utilizing an EHR, including the designation of user access, privacy/security training, and demonstrated training processes employed to ensure staff are able to use the EHR competently. Additionally, Contractor must have procedures to regularly monitor access for appropriate use, ensure there are practices in place to prevent inappropriate access, as well as the termination of user access within 24 hours of employment termination.

Contractor must develop, maintain, implement, and periodically review and update Outage Procedures, to lessen the impact on client/participant treatment and organizational operations during periods of planned or unplanned system outage.

Contractor must notify SAPC immediately in instances where there is a suspected data breach, data vulnerability, or incident where client/participant health information may have been compromised, consistent with the Information Security Requirements Exhibit attached to this Master Agreement.

## **9.29 Priority Populations**

- 9.29.1 Contractor must establish protocols and procedures to identify, engage, and enroll into treatment, priority populations as listed herein and in accordance with Substance Abuse Prevention and Treatment Block Grants. Priority populations include pregnant injection drug users, pregnant substance users, injection drug users, and client/participants with HIV/AIDS.
- 9.29.2 In accordance with 45 CFR 96.126, if SUD treatment services are not immediately available, Contractor will secure interim services for the patient which will include at minimum, counseling and education. Contractor will maintain contact with the client/participant to ensure transition into treatment.

## **9.30 Perinatal Services**

If Contractor is authorized by the County to treat pregnant and/or parenting women, Contractor must ensure that all services being provided are in accordance with the latest version of the State's Perinatal Practice Guidelines. Additional information on pregnant and parenting women services are available in the most current version of the *Provider Manual*.

### **9.31 Medications for Addiction Treatment**

Contractor must develop and implement protocols to ensure that medications for addiction treatment services are discussed and offered as a concurrent treatment option for all adult clients/participants enrolled in DMC-ODS treatment for whom they are clinically appropriate. This includes those with opioid and/or alcohol use disorders, and other substance use disorders for which the medication for addiction treatment has been FDA-approved. Necessary and appropriate medication for addiction treatment should also be made available to youth under the age of 18, on a case-by-case basis, with necessary authorizations submitted to SAPC, as clinically warranted.

### **9.32 Evidence-Based Practices**

Contractor must incorporate, at a minimum, the following two evidence-based practices into all treatment services and maintain a protocol for ensuring fidelity to these practices:

9.32.1 Motivational Interviewing: A client/participant-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment by paying particular attention to the language of change.

9.32.2 Cognitive Behavioral Therapy ("CBT"): According to the National Institute of Drug Abuse's *Principles of Drug Addiction Treatment: A Research-Based Guide*, "Cognitive-behavioral strategies are based on the theory that in the development of maladaptive behavioral patterns like substance abuse, learning processes play a critical role. Individuals in CBT learn to identify and correct problematic behaviors by applying a range of different skills that can be used to stop drug abuse and to address a range of other problems that often co-occur with it. A central element of CBT is anticipating likely problems and enhancing client/participant self-control by helping them develop effective coping strategies. Specific techniques include exploring the positive and negative consequences of continued drug use, self-monitoring to recognize cravings early and identify situations that might put one at risk for use and developing strategies for coping with cravings and avoiding those high-risk situations.

### **9.33 Access to Treatment**

Contractor must develop and implement procedures and protocols to ensure compliance with State and County timely access to treatment standards for all DMC-ODS eligible beneficiaries. These standards are described in the most recent version of the *Provider Manual* and must include the following:

A. Screening for emergency medical conditions pursuant to 42 CFR

438.114 and immediate referral to emergency medical care;

- B. Assessment beginning within no more than five Days after screening or referral (unless the beneficiary requests a specific preference);
- C. How Contractor will offer referrals to another provider or assist with referrals through SASH when timeliness standards cannot be met, (waitlists are not allowed); and
- D. Ensuring there are not additional barriers to care, including but not limited to, unreasonable pre-entry requirements, additional fees/payments, etc. Contractor's failure to meet timely access standards may result in the withholding of payment or other contract action, including but not limited to Master Agreement or MAWO suspension or termination.

#### **9.34 Service and Bed Availability Tool**

Contractor must adhere to all requirements related to maintaining accurate and timely profile management of the Service and Bed Availability Tool ("SBAT"), the County's web-based provider directory. Requirements include, but are not limited to the following:

- A. Accurate input of intake bed availability as beds become available, on at least a daily basis;
- B. Accurate input of other SBAT information, as directed by SAPC; Notification to the County within 10 Days of any changes to SBAT-related information, including changes to Licensed Practitioner of the Healing Arts (LPHA) working within their scope of practice at each facility location;
- C. Timely completion of all SBAT surveys and forms; and
- D. Appropriate use when utilizing the SBAT to facilitate referrals. Failure to adhere to these requirements may result in removal from SBAT and other Master Agreement actions, including but not limited to Master Agreement and/or MAWO suspension or termination.

#### **9.35 Treatment Authorizations**

Contractor is responsible for securing appropriate treatment authorizations, including the submission of complete and mandated paperwork, in accordance with the most current version of the *Provider Manual* and the *Checklist of Required Documentation for Utilization Management* available on the SAPC website. Contractor assumes financial responsibility for any services provided for which an authorization is ultimately not provided.

#### **9.36 Annual Network Adequacy Certification**

Contractor is required to annually submit to SAPC information on its ability to meet timely access and adequacy standards for each facility location

where services under any MAWO issued under this Master Agreement are provided, or more frequently as directed by SAPC. Contractor must develop and implement policies and procedures for ensuring availability and submission of Network Adequacy Certifications information, including, but not limited to, information on the number of Medi-Cal patients served by each facility, proximity to public transportation, language assistance services provided by each facility, the Medi-Cal patient caseload of each LPHA/counselor providing direct services, the language proficiency for each LPHA/counselor. Contractor's failure to submit the requested information, documents, or materials within the indicated deadline may result in the withholding of payments or other MAWO actions, including but not limited to MAWO or Master Agreement suspension or termination.

### **9.37 Tuberculosis (TB) Program Requirements**

Contractor must implement infection control procedures that are consistent with Title 17 of the California Code of Regulations, Section 2500, to prevent the transmission of TB, including screening and identifying those individuals at high risk of becoming infected, and reporting all individuals with active TB to the Los Angeles County TB Control Program.

### **9.48 Prohibition on Political Activity**

Contractor may not use any MAWO funds to engage in any political activities or fund any politically motivated activities.

## **10.0 Survival**

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

Paragraph 7.6	Confidentiality
Paragraph 8.24	Governing Law, Jurisdiction, and Venue
Paragraph 8.26	Indemnification
Paragraph 8.27	General Provisions for all Insurance Coverage
Paragraph 8.47	Record Retention and Audits
Paragraph 8.58	Waiver
Paragraph 9.3	Ownership of Materials, Software and Copyright

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IN WITNESS WHEREOF, the Board has caused this Master Agreement to be subscribed by its Director of Public Health and Contractor has caused this to be subscribed in its behalf by its duly authorized officer, the month, day and year first written above.

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

\_\_\_\_\_  
Contractor

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

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

Title \_\_\_\_\_

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

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Public Health

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

07849:jt

## **EXHIBITS**

- A COUNTY'S ADMINISTRATION
- B CONTRACTOR'S ADMINISTRATION
- C SAFELY SURRENDERED BABY LAW
- D SAMPLE MASTER AGREEMENT WORK ORDER
- E1 CERTIFICATION OF EMPLOYEE STATUS
- E2 CERTIFICATION OF NO CONFLICT OF INTEREST
- E3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F CHARITABLE CONTRIBUTIONS CERTIFICATION
- G SUBSEQUENT EXECUTED MAWOs (NOT ATTACHED)
- H INFORMATION SECURITY AND PRIVACY REQUIREMENTS

**COUNTY'S ADMINISTRATION**

MASTER AGREEMENT NO. \_\_\_\_\_

**COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD):**

Name: Karen Buehler  
Title: Director, Division of Contracts and Grants  
Address: 313 N. Figueroa Street  
Los Angeles, CA 90012  
Telephone: (213) 600-2753  
E-mail Address: [kbuehler@ph.lacounty.gov](mailto:kbuehler@ph.lacounty.gov)

**COUNTY'S PROJECT DIRECTOR:**

Name: Antonne Moore  
Title: Program Implementation Manager  
Address: 1000 S. Fremont Avenue, Unit 34  
Alhambra Ca 91803  
Telephone: 626-299-4133  
E-mail Address: [anmoore@ph.lacounty.gov](mailto:anmoore@ph.lacounty.gov)

**COUNTY'S CONTRACT ANALYST:**

Name: Setareh Yavari  
Address: 1000 S. Fremont Avenue, Unit 34  
Alhambra, CA 91803  
Telephone: 626-299-4532  
E-mail Address: [syavari@ph.lacounty.gov](mailto:syavari@ph.lacounty.gov)

**COUNTY'S MASTER AGREEMENT WORK ORDER DIRECTOR:**

Name: Will be determined at the time of the Work Order Solicitation  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**COUNTY'S PROJECT MANAGER:**

Name: Will be determined at the time of the Work Order Solicitation  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_



## CONTRACTOR'S ADMINISTRATION

MASTER AGREEMENT NO. \_\_\_\_\_

### CONTRACTOR'S PROJECT DIRECTOR:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

### CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

### NOTICES TO CONTRACTOR:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

[BabySafeLA.org](http://BabySafeLA.org)

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.



No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

## **SAMPLE MASTER AGREEMENT WORK ORDER**

**A STATEMENT OF WORK MUST BE ATTACHED TO EACH INDIVIDUAL WORK ORDER**



Master Agreement Number: PH-00xxxx

Work Order Number: PH-00xxxx-Wx

**COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH  
SAMPLE MASTER AGREEMENT WORK ORDER  
FOR  
SUBSTANCE USE SUPPORTIVE SERVICES**

**[CONTRACTOR NAME]**

This Master Agreement Work Order (MAWO) and its attachments hereto is made and entered into on \_\_\_\_\_, by and between the County of Los Angeles, Department of Public Health hereinafter referred to as "County" or "Department" or "Public Health" and [Contractor Name], hereinafter referred to as "Contractor". Contractor is located at [Address].

**RECITALS**

WHEREAS, on [Mo/Day/Year] the County and Contractor entered into Master Agreement Number PH-00xxxx to provide Substance Use Supportive Services for the Department of Public Health (Public Health); and

WHEREAS, Contractor submitted a response to Work Order Solicitation (WOS) Number CBHF-WOS-XXX [Project Title] released by the County on [Mo/Day/Year], for Substance Use Disorder (SUD) treatment services at County Behavioral Health Facilities; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this MAWO and under the terms and conditions listed in the Master Agreement and set forth herein; and

WHEREAS, all terms of the Master Agreement PH-00XXXX remain in full force and effect.

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**

Attachments A, B, C, D, E, and F are attached to, and form a part of, this MAWO. In the event of any conflict or inconsistency in the definition or interpretation of any work, responsibility, schedule, or the contents description of any task, deliverable, goods, service, or other work, or otherwise between the base MAWO and the attachments, or between attachments, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement, MAWO, and then to the attachments according to the following priority.

**Attachments:**

Attachment A:	Statement of Work (to be attached to the MAWO)
Attachment B:	Scope(s) of Work (to be attached to the MAWO)
Attachment C:	Budget(s) (to be attached to the MAWO)
Attachment D:	Contractor's Acknowledgment and Confidentiality Agreement
Attachment E:	County's Administration
Attachment F:	Contractor's Administration

**2.0 WORK**

Pursuant to the provisions of this MAWO, Contractor will fully perform, complete, and deliver on time, all tasks, deliverables, services and other work as set forth in Attachment A, Statement of Work, and Attachment B, Scope of Work. This MAWO constitutes the complete and exclusive statement of understanding between the parties, relating to the subject matter of this MAWO.

**3.0 TERM OF MASTER AGREEMENT WORK ORDER**

This MAWO is effective upon execution through [month/day/year], unless sooner terminated or extended, in whole or in part, as provided in this MAWO.

**4.0 MAWO BUDGET**

The County agrees to compensate Contractor in accordance with the payment structure set forth in Attachment C, Budget. Contractor must not add or replace services or personnel without the prior written permission of the County MAWO Director or designee.

**5.0 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY**

In order for the County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this MAWO, without cause, upon the giving of 10 Days' written notice to Contractor. As an alternative to cancellation, Director may, at their sole discretion, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this MAWO via written amendment.

**6.0 FUNDING SOURCE**

Provision of services under this MAWO for SUD treatment services in County Behavioral Health Facilities are 100% funded by [Enter Grantor Name] funds.

**7.0 MAXIMUM TOTAL COST AND PAYMENT**

7.1 The maximum obligation of County for all services provided hereunder is as follows:

A. For the period of \_\_\_\_\_ through \_\_\_\_\_, \_\_\_\_\_  
(\$\_\_\_\_\_), as set forth in Exhibit C-1.

B. For the period of \_\_\_\_\_ through \_\_\_\_\_, \_\_\_\_\_  
(\$\_\_\_\_\_), as set forth in Exhibit C-2.

7.2 County agrees to compensate Contractor in accordance with the payment structure set forth in Attachment C, Budget(s).

7.3 Contractor must satisfactorily perform and complete all required services in accordance with Attachment A, Statement of Work and Attachment B, Scope of Work, notwithstanding the fact that total payment from County will not exceed the Total Maximum Amount. Performance of services as used in this Paragraph includes time spent performing any of the service activities designated in the attachment(s) including, but not limited to, any time spent on the preparation for such activities.

7.4 Within 30 Days after expiration or termination of this MAWO, Contractor must submit to County's Project Manager, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoices to the County's Project Manager within the specified period described above will constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

7.5 The Director of Public Health may elect, or Contractor may request the Director of Public Health or designee, to execute Change Notices to the MAWO that authorize modifications to or within budget categories within each budget, and make corresponding service adjustments, as necessary; changes to hours of operation. As authorized by the Board, a written Change Notice must be signed by the Director, or designee, and Contractor, and incorporated into and become part of this MAWO pursuant to Paragraph 8.1 of the Master Agreement.

## **8.0 INVOICE AND PAYMENTS**

8.1 Contractor must invoice the County in arrears only for providing the tasks, deliverables, services, and other work specified in this MAWO.

8.2 Invoices under this MAWO must be submitted to County's Project Manager within 30 Days after the close of each calendar month during which the services were rendered. The County will make a reasonable effort to make payment within 30 Days following receipt of a complete and correct monthly invoice and in accordance with Attachment C, Budget(s).



Contractor must invoice County on a Cost Reimbursement basis, as reflected in Attachment C, Budget.

**Cost Reimbursement:**

- Salaries
- Employee Benefits
  - o At a minimum, the benefit package must include FICA, SUI, Disability Insurance, and Workers Compensation.
- Fixed Costs (if applicable)
- Operating Expenses
- Mileage and Travel
- Other Costs (including Consultants/Subcontractors)
- Indirect Costs

Invoices under this MAWO must be submitted to the address(es) set forth in Attachment E.

Contractor must invoice County on a fixed price for deliverable basis as reflected in Attachment C, Budget.

**Fixed Price Per Deliverable**

Each invoice submitted by Contractor must specify the following:

- The County MAWO number and Contractor's Master Agreement number;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable;
- The budget, amounts claimed this period, amounts claimed year to date, and remaining balance;
- The total amount of the invoice; and
- Budget Attachment C.

While payments will be made in accordance with the fixed price per deliverable set out in the Budget(s), Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fixed price per deliverable set in the budget(s), Contractor will be reimbursed only for the actual costs. In no event will County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

**9.0 CONFLICT OF INTEREST**

- 9.1 No County employee whose position with the County enables such employee to influence the award of this MAWO or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this MAWO. No officer or employee of 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.
- 9.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted, during the terms of this MAWO. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If 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 includes but is not limited to, identification of all personnel implicated, and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph is a material breach of this MAWO and the Master Agreement.

### **37.0 MANDATORY COMPLETION DATE**

Contractor must provide all deliverables no later than the completion date identified in the Statement of Work, Attachment A, and Scope of Work, Attachment B. Contractor must ensure all services have been performed by such date.

### **38.0 SERVICES**

Contractor will not be paid for any task, deliverable, service, or other work that is not specified in this MAWO, and/or that exceeds the Maximum Total Amount and Payment amount of this MAWO, and/or that goes beyond the expiration date of this MAWO.

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All Terms of the Master Agreement remain in full force and effect. The terms of the Master Agreement will govern and take precedence over any conflicting terms and/or conditions in this MAWO. Neither the rates nor any other specifications in this MAWO are valid or binding if they do not comply with the terms and conditions of the Master Agreement, regardless of any oral promise made to Contractor by any County Personnel, whatsoever.

In witness whereof, Contractor has executed this MAWO, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this MAWO to be executed on its behalf by the County's Director of Public Health or designee thereof, the month, day, and year first written above.

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
CONTRACTOR

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

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

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

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

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

#00000:xx

## **FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS**

### **CERTIFICATIONS**

*This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.*

- E1     CERTIFICATION OF EMPLOYEE STATUS
- E2     CERTIFICATION OF NO CONFLICT OF INTEREST
- E3     CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY  
         AGREEMENT

\_\_\_\_\_ SERVICES  
**MASTER AGREEMENT WORK ORDER**

**CERTIFICATION OF EMPLOYEE STATUS**

\_\_\_\_\_  
Contractor Name

Work Order No.: \_\_\_\_\_ Master Agreement No.: \_\_\_\_\_

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

## Contractor Name:

Work Order No.: \_\_\_\_\_ Master Agreement No.: \_\_\_\_\_

**“Certain contracts prohibited.**

- Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: \_\_\_\_\_

Work Order No.: \_\_\_\_\_ Master Agreement No.: \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, outsourced vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to immediately forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

## CHARITABLE CONTRIBUTIONS CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



**SUBSEQUENT EXECUTED WORK ORDERS  
(NOT INCLUDED)**

## **INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

This Exhibit H sets forth information security procedures to be established by Contractor before the effective date of the Master Agreement and maintained throughout the term of the Master Agreement. These procedures are in addition to the requirements of the Master Agreement and any Business Associate Agreement between the parties. They present a minimum standard only. It is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personally Identifiable Information (hereinafter "PII"), Protected Health Information (hereinafter "PHI"), Medical Information (hereinafter "MI") and County's Confidential Information, against internal and external threats and risks; and

(ii) continuously review and revise those measures to address ongoing threats and risks.

Failure to comply with the minimum standards set forth in this Exhibit H will constitute a material, non-curable breach of contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Master Agreement or Master Agreement, to immediately terminate the Master Agreement and/or Master Agreement. Unless specifically defined in this Exhibit H, capitalized terms have the meanings set forth in Paragraph 2.0 of the Statement of Work (Attachment 1).

### **1. SECURITY PROGRAM**

Contractor must establish and maintain a formal, documented, mandated, company-wide Information Security Program, including security policies, standards and procedures and security controls. The Information Security Program must be communicated to all Contractor personnel in a relevant, accessible, and understandable form and must be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

### **2. PERSONNEL AND CONTRACTOR PROTECTIONS**

Contractor must screen and conduct background checks on all Contractor personnel accessing or viewing County's Confidential Information, including PII and PHI, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), must specifically address security risks, controls, and procedures for information systems. Contractor must supply each of its personnel with appropriate, ongoing training regarding information security policies, procedures, risks, and threats. Contractor must have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

### **3. PROTECTION OF ELECTRONIC COUNTY INFORMATION – DATA ENCRYPTION STANDARDS**

If Contractor electronically transmits or stores PII, PHI, and/or MI, Contractor must comply with the encryption standards set forth below and incorporated into the Master

Agreement and any amendments thereto (collectively, the “Encryption Standards”), as required by the Board of Supervisors Policy Number 5.200 (hereinafter “Policy”). For purposes of this Paragraph, “PII” is defined as Personal Information in California Civil Code Section 1798.29(g); “PHI” is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and “MI” is defined in California Civil Code Section 56.05(j).

The County must receive within 10 business days of its request, a certification from Contractor (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth herein. In addition, Contractor must maintain a copy of any validation/attestation reports that its data encryption products generate and such reports must be subject to audit in accordance with the Master Agreement and/or Work Order. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 3 (Data Encryption Standards) must constitute a material breach of contract upon which the County may terminate or suspend the Work Order and/or Master Agreement.

#### **4. ENCRYPTION STANDARDS – STORED DATA**

Contractor's workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that are used to access, store, receive, and/or transmit County PII, PHI or MI require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required. Contractor's use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PII, PHI, and/or MI is subject to written pre-approval by County's Chief Executive Office.

#### **5. ENCRYPTION STANDARDS – TRANSMITTED DATA**

All transmitted (e.g. network) County PII, PHI, and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application- Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

#### **6. DESTRUCTION OF COUNTY PII, PHI, AND MI**

If County's Confidential Information is no longer required to be retained by Contractor under the Master Agreement or applicable law, Contractor must destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing PII, PHI, and MI consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PII, PHI, and MI cannot be retrieved.

## 7. SECURITY OF SYSTEMS AND DEVICES

Contractor will use, as a minimum standard, manufacturer recommended hardware and software hardening settings to minimize the system risk exposure on all servers, workstations, PCs, and mobile devices. These systems will maintain the latest security patches, and have the latest virus definitions. Virus scans should be run daily and logged. All mobile devices storing County's Confidential Information (including PII, PHI, and MI) will be managed by a mobile device management system.

## 8. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor must institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of PII, PHI and MI to any form of Removable Media. For purposes of this Schedule, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g. Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

## 9. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

Subject to, and without limiting the requirements under Section 4 (Encryption Standards – Stored Data) and Section 5 (Encryption Standards – Transmitted Data), PII, PHI, MI and County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Master Agreement or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and approved by County in writing. The foregoing requirements must apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor must ensure all County's Confidential Information, including PII, PHI, and MI has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

## 10. HARDWARE RETURN

Upon termination or expiration of the Master Agreement or at any time upon County's request, Contractor must return all hardware, if any, provided by County containing PII, PHI, MI and/or County's Confidential Information to County. The PII, PHI, MI and/or County's Confidential Information must not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing PII, PHI, MI and/or County's Confidential Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of

destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within 15 days of termination or expiration of the Master Agreement or at any time upon County's request. Contractor's destruction or erasure of PII, PHI, MI and/or County's Confidential Information pursuant to this Section must be in compliance with industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

## **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

Contractor's facilities that process PII, PHI, MI, and/or County's Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

## **12. COMMUNICATIONS AND OPERATIONAL MANAGEMENT**

Contractor must: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

## **13. ACCESS CONTROL**

Contractor must implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- 13.1. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of properly configured firewalls;
- 13.2. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- 13.3. Applications will include access control to limit user access to information and application system functions; and
- 13.4. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor must record, review and act upon all events in accordance with incident response policies set forth below.

## **14. SECURITY INCIDENT**

- 14.1. Contractor will promptly (within 24 hours) notify, after the detection of a Security Incident, the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

- 14.2. The notice must include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- 14.3. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first week of each calendar month. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention and/or authorized destruction of PII, PHI, MI and/or County's Confidential Information.
- 14.4. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.

## 15. CONTRACTOR SECURITY AUDITS

Contractor must conduct annual independent security audits listed below in subsections 15.1 and 15.2. Contractor must provide to County a summary of: (1) the results of the security audits and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

- 15.1. One of the following: HITRUST Common Security Framework (CSF), ISO 27001:2013 (Information Security Management), or other audit(s) as approved by the Public Health Information Security Officer or designee. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.

- 15.1.1. **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.

- 15.1.2. **Internal Audit** – Audit conducted by Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's quality system ("CQS") in support of applicable regulations, standards, and requirements.

- 15.1.3. **Supplier Audit** – Quality audit conducted by Contractor personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.

- 15.1.4. **Detailed findings** – are not published externally, but a summary of the

report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Buck Consultants LLC.

- 15.2. SSAE-16 (formerly known as SAS -70 II) or other audit(s) as approved by the Public Health Information Security Officer or designee – as to the Hosting Services only:

15.2.1. Audit spans a full 12 months of operation and is produced annually.

15.2.2. The resulting detailed report is available to County.

15.2.3. Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

## **16. SECURITY AUDITS**

In addition to the audits described in Section 15 (Contractor Security Audits), during the term of the Master Agreement, County or its third party designee may annually, or more frequently as agreed in writing by the parties, request and conduct a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than 90 days from the date of the request by County. County's request for security audit will specify the areas (e.g., administrative, physical and/or technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County must pay for all third party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, etc. Contractor must cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of County's regulators must have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests and audits within reasonable timeframes.

## **17. CONFIDENTIALITY**

- 17.1. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; (b) PII (as defined below); and (c) any PHI under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Public Health Act (HITECH), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive

legends.

**17.2. County Data.** All of County's Confidential Information, data, records and information of County, to which Contractor has access or which is otherwise provided to Contractor under the Master Agreement ("County Data"), must be and remain the property of County, and County must retain exclusive rights and ownership thereto. The County Data must not be used by Contractor for any purpose other than as required under the Master Agreement, nor will such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

**17.3. Non-Exclusive Equitable Remedy.** Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 17 must constitute a material breach of the Master Agreement and must be grounds for immediate termination of the Master Agreement in the exclusive discretion of County.

**17.4. Personally Identifiable Information.** "Personally Identifiable Information" means any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal, financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, PII must include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

**17.4.1. Personally Identifiable Information.** In connection with the Master Agreement and performance of the services, Contractor may be provided or obtain, from County or otherwise, PII pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients and customers, and may need to process such PII and/or transfer it, all subject to the restrictions set forth in the Master Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

**17.4.2. Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in the Master Agreement, and in particular the Confidentiality provisions of the Work Order and/or Master Agreement, during the term of the Work Order and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any PII



in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any PII to any third party, except as expressly required to perform its obligations in the Master Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process PII only in compliance with (a) this Agreement, (b) County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

**17.4.3. Retention of Personally Identifiable Information.** Contractor will not retain any PII for any period longer than necessary for Contractor to fulfill its obligations under this Master Agreement. As soon as Contractor no longer needs to retain such PII in order to perform its duties under this Master Agreement, Contractor will promptly return or destroy or erase all originals and copies of such PII.

**17.5. Return of Confidential Information.** On County's written request or upon expiration or termination of this Master Agreement for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Master Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Section 17.5(a), and provide a notarized written statement to County certifying that all documents and materials have been delivered to County or destroyed, as requested by County. On termination or expiration of the Master Agreement, County must return or destroy all Contractor's Confidential Information (excluding items licensed to County hereunder or that are required for use of the deliverables and/or the licensed software), at Contractor's option.

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter☐ Board Memo☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/5/2025	
<b>BOARD MEETING DATE</b>	12/9/2025	
<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>	Request approval to execute an amendment to Contract Number PH-005784 with Joint Matters, Inc. to increase the annual maximum obligation effective upon date of execution through March 31, 2028.	
<b>PROGRAM</b>	Public Health Lab (PHL) and Community Health Services (CHS)	
<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>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$17,464 annually	
	TERMS (if applicable): Through 3/31/2028	
	Explanation: Increase the annual maximum obligation to expand the scope of services to include preventive maintenance services for microscopes, refrigerators, and freezers used throughout CHS and the PHL.	
<b>PURPOSE OF REQUEST</b>	Expand the scope of services to include preventive maintenance services for microscopes, refrigerators, and freezers used throughout CHS and the PHL.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the Recommendation will provide additional funds to the Joint Matters to expand the scope of services to include preventive maintenance services for microscopes, refrigerators, and freezers used throughout CHS and the PHL, which are currently being maintained by submitting Purchase Orders with various vendors. Consolidating these essential services under one vendor will streamline contract management, reduce reliance on multiple service providers, and improve coordination of preventive maintenance activities across four County hospitals, the various public health centers, and the PHL. This amendment will also strengthen operational efficiency by ensuring that critical diagnostic and storage equipment is maintained on a standardized schedule, reducing equipment downtime and mitigating risks of service disruption.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A	

<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No The recommended actions support Priority 2, Alliance for Health Integration, of the County's Strategic Plan. Properly maintained laboratory and clinic equipment will allow Public Health to continue providing services that contain the spread of communicable diseases within the community and improve the health of residents.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email:  <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. Nicole Green, PhD., D(ABMM), Public Health Laboratories Director, Public Health, (562) 658-1352, <a href="mailto:nicgreent@ph.lacounty.gov">nicgreent@ph.lacounty.gov</a></li> <li>3. Emily Issa, Senior Deputy County Counsel (213) 974-1827, <a href="mailto:Elssa@counsel.lacounty.gov">Elssa@counsel.lacounty.gov</a></li> </ol>



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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Los Angeles, California 90012  
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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

**Lindsey P. Horvath**  
Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

December 9, 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 AN AMENDMENT TO CONTRACT NUMBER PH-005784  
WITH JOINT MATTERS, INC. FOR LABORATORY AND CLINIC EQUIPMENT AND  
MEDICAL DEVICE MAINTENANCE, CALIBRATION, AND REPAIR SERVICES  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute an amendment to Contract Number PH-005784 with Joint Matters, Inc. to increase the annual maximum obligation effective upon execution through March 31, 2028.

**IT IS RECOMMENDED THAT THE BOARD:**

Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute an amendment, substantially similar to Exhibit I, to Contract Number PH-005784 with Joint Matters, Inc. (Joint Matters) for laboratory and clinic equipment and medical device maintenance, calibration, and repair services, to increase the annual maximum obligation by \$17,464 through March 31, 2028, 100% funded by existing net County cost Departmental resources.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Public Health's Community Health Services (CHS) provides clinical services, conducts

surveillance and medical case management of reportable communicable diseases, contains the spread of communicable diseases, and provides numerous outreach activities to engage the community as active participants to improve the health of residents. CHS public health centers provide these services for free or low-cost to those with no insurance or no regular health care provider. The Public Health Lab (PHL) is a specially licensed laboratory responsible for supporting all disease control and environmental health activities within Public Health programs and services. The PHL provides laboratory services for four County hospitals, 14 CHS public health centers, one satellite clinic, and various health centers throughout Los Angeles County (LAC).

Joint Matters provides preventive maintenance (PM) and repairs on laboratory equipment and medical devices for CHS public health centers and the PHL, including routine calibration services and as-needed services. They also maintain a medical device inventory and PM schedule for both CHS public health centers and the PHL.

Approval of the recommended action will allow Joint Matters to expand services to include PM for microscopes, refrigerators, and freezers used across CHS public health centers and the PHL. These services are currently maintained through separate purchase orders with multiple vendors.

By consolidating these essential services under a single vendor, Public Health will streamline contract management, reduce reliance on multiple service providers, and enhance coordination of PM activities across the four County hospitals, the various CHS public health centers, and the PHL. This amendment will also strengthen operational efficiency by ensuring that critical diagnostic and storage equipment is maintained on a standardized schedule, reducing equipment downtime and mitigating risks of service disruption.

In addition, approval of the recommended action will further result in cost savings, as Joint Matters' PM rates are lower than those of Public Health's current vendors. By integrating microscopes, refrigerators, and freezers into a centralized PM program, Public Health will improve oversight of essential medical equipment, enhance compliance with regulatory and accreditation requirements, and ensure continuity of high-quality services for LAC residents.

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

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

### **FISCAL IMPACT/FINANCING**

The total annual increase as a result of the contract amendment is \$17,464, increasing the maximum obligation from \$108,425 to \$125,889, effective upon date of execution through March 31, 2028, 100% funded by existing Departmental resources.

Funding for the contract is included in Public Health's Final Adopted Budget for fiscal year (FY) 2025-26 and will be included in future FYs, as necessary.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

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

**CONTRACTING PROCESS**

On April 1, 2025, your Board approved Contract Number PH-005784 with Joint Matters effective April 2, 2025 through March 31, 2028, for an annual maximum obligation of \$108,425, 100% funded by existing net County cost Departmental resources. Delegated authority was also approved to extend the term through December 31, 2030, and add or delete laboratory and clinic equipment and medical devices, contingent upon the availability of funds and contractor performance, subject to review and approval by County Counsel, and notification to your Board and Chief Executive Office.

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

Approval of the recommended action will allow Public Health to ensure that laboratory and clinic equipment and medical device maintenance, calibration, and repair services are provided and maintained, for uninterrupted quality patient care and to ensure the safety of patients and staff.

Respectfully submitted,

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

BF:vt  
BL #08401

Enclosure

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

Contract No.: PH-005784

Amendment No. 1

**DEPARTMENT OF PUBLIC HEALTH  
LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE MAINTENANCE,  
CALIBRATION, AND REPAIR SERVICES CONTRACT**

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

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

and JOINT MATTERS, INC.  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "LABORATORY AND CLINIC EQUIPMENT AND MEDICAL DEVICE MAINTENANCE, CALIBRATION, AND REPAIR SERVICES", dated April 2, 2025 and further identified as Contract Number PH-005784 (hereafter "Contract"); and

WHEREAS, on December 9, 2025, the County Board of Supervisors delegated authority to the Director of the Department of Public Health (Public Health), or designee, to execute amendments to the Contract; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to add additional equipment to the Price Sheet and Equipment List and increase the annual maximum obligation, and make other hereafter designated changes; and

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution.
2. Paragraph 5.0, MAXIMUM OBLIGATION OF COUNTY, Subparagraph 5.1, is deleted in its entirety and replaced as follows:

“5.1 The maximum obligation of the County is as follows:

5.1.1 Effective April 2, 2025 through December 8, 2025, the maximum obligation of the County for all services provided hereunder is one hundred eight thousand four hundred twenty-five dollars (\$108,425), as set forth in Exhibit B1, Pricing Sheet and Equipment List for Public Health Lab (PHL), and B2, Pricing Sheet and Equipment List for Community Health Services (CHS).

5.1.2 Effective December 9, 2025, the annual maximum obligation of the County for all services provided hereunder is up to one hundred twenty-five thousand eight hundred eighty-nine dollars (\$125,889), as set forth in Exhibit B1-1, Pricing Sheet and Equipment List for PHL, and Exhibit B2-1, Pricing Sheet and Equipment List for CHS.”

3. Exhibit B1, Pricing Sheet and Equipment List – Public Health Lab, is deleted in its entirety and replaced with Exhibit B1-1, Pricing Sheet and Equipment List – Public Health Lab. All references in the Contract, to Exhibit B1, Pricing Sheet and Equipment List – Public Health Lab, will be deemed amended to state Exhibit B1-1 Pricing Sheet and Equipment List – Public Health Lab.

4. Exhibit B2, Pricing Sheet and Equipment List – Community Health Services, is deleted in its entirety and replaced with Exhibit B2-1, Pricing Sheet and Equipment List – Community Health Services. All references in the Contract, to Exhibit B2, Pricing Sheet and Equipment List – Community Health Services, will be deemed amended to state Exhibit B2-1 Pricing Sheet and Equipment List – Community Health Services.

5. Paragraph 6.76, Campaign Contribution Prohibition Following Final Decision in Contract Proceeding, is deleted in its entirety and replaced as follows:

**“6.76 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING:**

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

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



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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
Joint Matters, Inc.  
Contractor

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

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

Title \_\_\_\_\_

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

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

**Exhibit B1-1**  
**Pricing Sheet and Equipment List - Public Health Lab**

EXHIBIT I

Contractor:	Joint Matters, Inc.
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1. FLAT RATE SECTION						
Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)
<b>PHL EQUIPMENT ITEMS</b>						
<b>BACTINERATOR</b>						
Bacti-Cinerator	McCormick Sci.	IV	6	12	1	\$ 72.00
Bacti-Cinerator	Oxford	III	1	12	1	\$ 12.00
<b>Total</b>			<b>7</b>			<b>\$ 84.00</b>
<b>BALANCE</b>						
Balance, Analytical	Mettler Toledo	AG204	1	50	2	\$ 100.00
Balance, Electronic	Denver Instrument	XP-300	1	50	2	\$ 100.00
Balance, Top-Loading	Ohaus	PA1502	5	50	2	\$ 500.00
Scale, Electronic	Mettler Instrument	MS304S	2	50	2	\$ 200.00
<b>Total</b>			<b>9</b>			<b>\$ 900.00</b>
<b>CENTRIFUGE</b>						
Centrifuge	Argos	VS-100BN	4	50	2	\$ 400.00
Centrifuge	Beckman Coulter	Allegra 6	2	50	2	\$ 200.00
Centrifuge, Refrigerated	Beckman Coulter	GS-6KR	1	50	2	\$ 100.00
Centrifuge, Refrigerated	Beckman Coulter	Allegra 64R	1	50	2	\$ 100.00
Centrifuge	Benchmark	C1008	4	50	2	\$ 400.00
Centrifuge	Cole Palmer	C1201/DW41	1	50	2	\$ 100.00
Centrifuge, Refrigerated	Eppendorf	5804R	6	50	2	\$ 600.00
Centrifuge	Eppendorf	5425	4	50	2	\$ 400.00
Centrifuge	Fisher Scientific	05-090-100	5	50	2	\$ 500.00
Mini Plate Spinner Centrifuge	Fisher Scientific	14100143	3	50	2	\$ 300.00
Centrifuge, Horizontal	Griffin Group	RMC-120	1	50	2	\$ 100.00
Centrifuge	Thermo Scientific	Sorval Legend Micro 21	1	50	2	\$ 100.00
Centrifuge, Refrigerated	Thermo Scientific	Sorval Legend XFR	2	50	2	\$ 200.00
Microcentrifuge	USA Scientific	SD	6	50	2	\$ 600.00
Microcentrifuge	USA Scientific	IR	2	50	2	\$ 200.00
Centrifuge, Microplate	USA Scientific	C-2000	1	50	2	\$ 100.00
Centrifuge	VWR	Galaxy Mini	4	50	2	\$ 400.00
<b>Total</b>			<b>48</b>			<b>\$ 4,800.00</b>
<b>DECAPPER</b>						
Belt Decapper, Unicap	Greiner Bio-One	Vacurette	2	25	2	\$ 100.00
<b>Total</b>			<b>2</b>			<b>\$ 100.00</b>
<b>FREEZER</b>						
Freezer	Manufacturer	Model #	Quantity			
Freezer	Frigidaire	FFFC07M2UW	1	65	1	\$ 65.00
Freezer	Panasonic	MDF-DU702VH	9	65	1	\$ 585.00
Freezer	Panasonic	MDF-U76VC-PA	2	65	1	\$ 130.00
Freezer	Sanyo	MDF-DU537	1	65	1	\$ 65.00
Freezer	Sanyo	MDF-U537	2	65	1	\$ 130.00

**Exhibit B1-1**  
**Pricing Sheet and Equipment List - Public Health Lab**

EXHIBIT I

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)
Freezer	VWR	U2004GA15	4	65	1	\$ 260.00
Freezer	Sanyo	MDFU52VA	2	65	1	\$ 130.00
Freezer	REVCO	ULT2140-9-A37	1	65	1	\$ 65.00
Freezer	Sanyo	MDF-U73VC	3	65	1	\$ 195.00
Freezer	Isotemp	U101	2	65	1	\$ 130.00
Freezer	Thermo Scientific	8928	2	65	1	\$ 130.00
Freezer	Panasonic	MDF-U53VA-PA	2	65	1	\$ 130.00
Freezer	Fisher Scientific	Isotemp FMS 13-986-149	1	65	1	\$ 65.00
Freezer	VWR	SCBMF-1420	2	65	1	\$ 130.00
Freezer	Innova	U101-86 Innova	1	65	1	\$ 65.00
Freezer	VWR	HCUCFS-0120	2	65	1	\$ 130.00
Freezer	Panasonic	MDF-U56VC-PA	1	65	1	\$ 65.00
Freezer	REVCO	UGL232OA18	2	65	1	\$ 130.00
Freezer	pHcbi	MDF-MU539HL	1	65	1	\$ 65.00
Freezer	Thermo Scientific	TSFMS2320A	3	65	1	\$ 195.00
Freezer	Sanyo	MDF-U73IM	1	65	1	\$ 65.00
Freezer	pHcbi	MDF-U731-PA	2	65	1	\$ 130.00
Freezer	REVCO	ULT1740-9	1	65	1	\$ 65.00
Freezer	Sanyo	MDF-U74VC	1	65	1	\$ 65.00
Freezer	VWR	U2005GA14	2	65	1	\$ 130.00
Freezer	pHcbi	MDF-DU502VHA-PA	1	65	1	\$ 65.00
<b>Total</b>			<b>52</b>			<b>\$ 3,380.00</b>
<b>HEAT BLOCK</b>						
Dri-Bath	Labnet	D1200	1	20	2	\$ 40.00
Heat Block	Diagnostic Hybrids	260680	1	20	2	\$ 40.00
Heat Block	Benchmark	BSH-200	3	20	2	\$ 120.00
Heat Block	Crystal	GY-2101A	2	20	2	\$ 80.00
Heat Block	Gen-Probe	2775	2	20	2	\$ 80.00
Heat Block	Fisher Scientific	11-718-6	1	20	2	\$ 40.00
Heat Block, Digital	VWR	13259-052	1	20	2	\$ 40.00
Thermomixer	Eppendorf	Thermomixer	3	55	2	\$ 330.00
<b>Total</b>			<b>14</b>			<b>\$ 770.00</b>
<b>FUME HOOD</b>						
Chemical Fume Hood	Airclean Systems	AC632LFUVC	2	200	1	\$ 400.00
Chemical Fume Hood	Airclean Systems	AC632DB	2	200	1	\$ 400.00
<b>Total</b>			<b>4</b>			<b>\$ 800.00</b>
<b>HOT PLATE</b>						
Stirrer/Hot Plate	Fisher Scientific	11-500-49SH	3	50	2	\$ 300.00
Stirrer/Hot Plate	VWR	97042-634	1	50	2	\$ 100.00
Hot Plate	Corning	PC-300	1	50	2	\$ 100.00
<b>Total</b>			<b>5</b>			<b>\$ 500.00</b>
<b>ILLUMINATOR</b>						
Transilluminator	Bio-Rad	Mini	1	12	2	\$ 24.00
Imaging System	Acuris Instruments	SmartDoc	1	12	2	\$ 24.00

**Exhibit B1-1**  
**Pricing Sheet and Equipment List - Public Health Lab**

EXHIBIT I

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)
Illuminator, UV	UVP	TL-33E	1	12	2	\$ 24.00
<b>Total</b>			<b>3</b>			<b>\$ 72.00</b>
<b>INCUBATORS</b>						
Incubator	3M (Attest)	390	1	50	2	\$ 100.00
Incubator	3M (Attest)	116	2	50	2	\$ 200.00
Incubator	Benchmark	H2200-HC	1	50	2	\$ 100.00
Incubator	Boekel	13500	3	50	2	\$ 300.00
Incubator, CO2	Fisherbrand	11676602	1	50	2	\$ 100.00
Incubator	Lab-Line	203	2	50	2	\$ 200.00
Incubator	Lab-Line	120	2	50	2	\$ 200.00
Incubator, Low-Temp	Thermo Fisher	818	2	50	2	\$ 200.00
Incubator	Thermo Scientific	Heratherm IMC 18	1	50	2	\$ 100.00
Incubator	VWR	1555	12	50	2	\$ 1,200.00
Incubator, CO2	VWR	2350T	2	50	2	\$ 200.00
Incubator, CO2	VWR	1927	5	50	2	\$ 500.00
Incubator, CO2 #2	VWR	2475T	2	50	2	\$ 200.00
Incubator, CO2 #5	VWR	2450T	2	50	2	\$ 200.00
Incubator	Yamato Scientific	IC400	1	50	2	\$ 100.00
<b>Total</b>			<b>39</b>			<b>\$ 3,900.00</b>
<b>METER, pH</b>						
pH Meter	Oakton Instruments	1100	1	55	2	\$ 110.00
pH Meter	Fisher Brand	FE-150	1	55	2	\$ 110.00
<b>Total</b>			<b>2</b>			<b>\$ 220.00</b>
<b>MICROFUGE</b>						
Centrifuge	Beckman Coulter	Microfuge 16	7	50	2	\$ 700.00
Centrifuge-Microfuge	USA Scientific	S.D.	6	50	2	\$ 600.00
<b>Total</b>			<b>13</b>			<b>\$ 1,300.00</b>
<b>MICROSCOPE</b>						
Microscope	Fluorescent	BX41 TF	6	35	2	\$ 420.00
Microscope	Light	CX23	23	35	2	\$ 1,610.00
<b>Total</b>			<b>29</b>			<b>\$ 2,030.00</b>
<b>MINI SUB-CELL GT SYSTEM</b>						
Mini Sub-cell GT System	Bio-Rad Laboratories	170-4487	2	12	1	\$ 24.00
Mini Sub-cell GT System	Bio-Rad Laboratories	Mini C	1	12	1	\$ 12.00
<b>Total</b>			<b>3</b>			<b>\$ 36.00</b>
<b>MIXER</b>						
Mixer (Maxi-Mix Plus)	Barnstead/Thermolyne	M63215	1	50	2	\$ 100.00
Mixer, Vortex	Barnstead/Thermolyne	M16715	7	50	2	\$ 700.00
Mixer, Vortex	Barnstead/Thermolyne	M37615	1	50	2	\$ 100.00
Vortex, Mixer	Benchmark	BV1000	1	50	2	\$ 100.00
Mixer, Vortex	Fisher Scientific	2215365	5	50	2	\$ 500.00
Mixer, Vortex (Genie 2)	Fisher Scientific	G-560	1	50	2	\$ 100.00
Heating/Cooling Block Vortexer	Gen Probe	SB-100	1	50	2	\$ 100.00

**Exhibit B1-1**  
**Pricing Sheet and Equipment List - Public Health Lab**

EXHIBIT I

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)
Vortexer	IKA Works	IS000	1	50	2	\$ 100.00
Vortexer	IKA Works	MS3B	1	50	2	\$ 100.00
Vortex, Mixer	LabForce	BV1000	1	50	2	\$ 100.00
Mixer, Vortex (Genie 2)	Scientific Industries	9560/SI-0236	9	50	2	\$ 900.00
Vortexer	Talboys	94567	1	50	2	\$ 100.00
Mixer, Vortex	Thermo Scientific	M16715	1	50	2	\$ 100.00
Mixer	Thermo Scientific	88882007	1	50	2	\$ 100.00
Vortexer	Thermo Scientific	88882009	1	50	2	\$ 100.00
Vortexer, Multi-tube	Troemner	VX01	1	50	2	\$ 100.00
Mixer, Vortex	Velp Scientifica	Wizard	2	50	2	\$ 200.00
Vortex	VWR	VM-3000 Mini	1	50	2	\$ 100.00
Mixer, Vortex	VWR	MV1	12	50	2	\$ 1,200.00
Vortexer, Multi-Tube	VWR	VX-2500	3	50	2	\$ 300.00
Vortexer	VWR	97043562	1	50	2	\$ 100.00
<b>Total</b>			<b>53</b>			<b>\$ 5,300.00</b>
<b>PLATE SPINNER</b>						
Centrifuge, Plate Spinner	Fisher Scientific	14100143	1	50	2	\$ 100.00
<b>Total</b>			<b>1</b>			<b>\$ 100.00</b>
<b>POWER SUPPLY</b>						
Power Supply	Bio-Rad Laboratories	PAC 300	2	20	1	\$ 40.00
Power Supply	Bio-Rad Laboratories	PAC1000	1	20	1	\$ 20.00
<b>Total</b>			<b>3</b>			<b>\$ 60.00</b>
<b>MICROPLATE READER</b>						
Reader, Microplate	Biotek Instruments	ELx800	2	40	2	\$ 160.00
Reader, Microplate	Biotek Instruments	Epoch	1	40	2	\$ 80.00
<b>Total</b>			<b>3</b>			<b>\$ 240.00</b>
<b>MICROWAVE OVEN</b>						
Microwave Oven	Auavtic	M01108SST	1	45	2	\$ 90.00
<b>Total</b>			<b>1</b>			<b>\$ 90.00</b>
<b>REFRIGERATOR</b>						
Refrigerator	Panasonic	MPR-722	1	65	1	\$ 65.00
Refrigerator	Thermo Scientific	REL3004A	1	65	1	\$ 65.00
Refrigerator	VWR	R406GA15	2	65	1	\$ 130.00
Refrigerator	Sanyo	MPR-513/513R	1	65	1	\$ 65.00
Refrigerator	pHcbi	MPR-S500H-PA	2	65	1	\$ 130.00
Refrigerator	pHcbi	MPR-S500H	1	65	1	\$ 65.00
Refrigerator	VWR	SR5600W	1	65	1	\$ 65.00
Refrigerator	American BioTech Supply	HS-HC-0504W	1	65	1	\$ 65.00
Refrigerator	pHcbi	MPR1412-PA	1	65	1	\$ 65.00
Refrigerator	Sanyo	MPR513A	1	65	1	\$ 65.00
Refrigerator	Sanyo	MPR-513R	4	65	1	\$ 260.00
Refrigerator	Panasonic	MPR-1411	1	65	1	\$ 65.00
Refrigerator	Sanyo	MPR-1410R	7	65	1	\$ 455.00

**Exhibit B1-1**  
**Pricing Sheet and Equipment List - Public Health Lab**

EXHIBIT I

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)
Refrigerator	Panasonic	MPR-1014	3	65	1	\$ 195.00
Refrigerator	Thermo Scientific	MH45PA-GAEE-TS	1	65	1	\$ 65.00
Refrigerator	Sanyo	MPR-512R	1	65	1	\$ 65.00
Refrigerator	REVCO	REL4504A12	2	65	1	\$ 130.00
Refrigerator	Fisher Scientific	Isotemp	1	65	1	\$ 65.00
Refrigerator	Sanyo	MPR-1013	2	65	1	\$ 130.00
Refrigerator	Thermo Scientific	MR49PA-SAFE-75	1	65	1	\$ 65.00
Refrigerator	pHcbi	MPR-S300H-PA	1	65	1	\$ 65.00
Refrigerator	Symphony	SCLP-26	1	65	1	\$ 65.00
Refrigerator	Thermo Fisher	TSFMS2305A	1	65	1	\$ 65.00
Refrigerator	VWR	RH06GABA	3	65	1	\$ 195.00
Refrigerator	VWR	HCUCFS-D504G	1	65	1	\$ 65.00
Refrigerator	pHcbi	MPR-715F-PA	1	65	1	\$ 65.00
Refrigerator	VWR	10819876	1	65	1	\$ 65.00
Refrigerator	Panasonic	MPR-1411-PA	2	65	1	\$ 130.00
Refrigerator	VWR	HCUCFS-0104	1	65	1	\$ 65.00
Refrigerator	pHcbi	MPR-1412-PA	4	65	1	\$ 260.00
Refrigerator	Fisher Scientific	13-986-136SA	1	65	1	\$ 65.00
Refrigerator	Panasonic	GPR-22-1	1	65	1	\$ 65.00
Refrigerator	VWR	GDM-23	1	65	1	\$ 65.00
Refrigerator	pHcbi	MPR-715F	1	65	1	\$ 65.00
Refrigerator	pHcbi	MDF-DU702VHA	2	65	1	\$ 130.00
Refrigerator	Sanyo	MPR-721-R	1	65	1	\$ 65.00
Refrigerator	Fisher Scientific	MR49PA-SAEE-FS	1	65	1	\$ 65.00
Refrigerator	Protocol	GPR-50-2	1	65	1	\$ 65.00
Refrigerator	Cole-Parmer	44260-20	2	65	1	\$ 130.00
Refrigerator	Sanyo	MPR-1410	1	65	1	\$ 65.00
Refrigerator	VWR	HCUCFS-0104	1	65	1	\$ 65.00
<b>Total</b>			<b>64</b>			<b>\$ 4,160.00</b>
<b>ROCKER TUBE</b>						
Rotator/Mixer/Rocker	Scientific Industries	K-500-4	1	50	1	\$ 50.00
Rocker	Boekel	28200	1	50	1	\$ 50.00
Rocker	Thermo Fisher	M48725	1	50	1	\$ 50.00
Mini Tube Rotator	Thomas Scientific	LabForce	1	50	1	\$ 50.00
Rocker	Thermo Scientific	4630	1	50	1	\$ 50.00
Rocker	Benchmark	B3D2300	1	50	1	\$ 50.00
<b>Total</b>			<b>6</b>			<b>\$ 300.00</b>
<b>ROTATOR</b>						
Tissue Culture Rotator	Lab-Line Instruments	1645 (Cel-Grow)	3	50	2	\$ 300.00
Rotator	Fisher Scientific	341	2	50	2	\$ 200.00
Rotator	SLT	MPS-4	1	50	2	\$ 100.00
<b>Total</b>			<b>6</b>			<b>\$ 600.00</b>
<b>SHAKER</b>						
Shaker, Rotisserie	Barnstead/Thermolyne	400110	1	50	2	\$ 100.00

**Exhibit B1-1**  
**Pricing Sheet and Equipment List - Public Health Lab**

EXHIBIT I

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)
Shaker, Rotisserie	Perkin Elmer	1296-004	1	50	2	\$ 100.00
Bath, Reciprocal Shaking	Precision Scientific	25 #51221080	1	50	2	\$ 100.00
Shaker, Tube	Therm Scientific	C400110	1	50	2	\$ 100.00
Shaker (Disruptor)	Scientific Industries	SI-DD38	2	50	2	\$ 200.00
Incubation Shaker	New Brunswick	Excella E24	1	50	2	\$ 100.00
<b>Total</b>			<b>7</b>			<b>\$ 700.00</b>
<b>STIRRER</b>						
Magnetic Stirrer	Fisher Scientific	11-600-495	1	50	2	\$ 100.00
Magnetic Stirrer	Benchmark/VWR	HCS-50	1	50	2	\$ 100.00
Magnetic Stirrer	VWR	HCH-50	1	50	2	\$ 100.00
Stirrer	Corning	PC410	2	50	2	\$ 200.00
<b>Total</b>			<b>5</b>			<b>\$ 500.00</b>
<b>STOMACHER</b>						
Blender, Circulator/Paddle	Seward	Stomacher400	1	20	2	\$ 40.00
<b>Total</b>			<b>1</b>			<b>\$ 40.00</b>
<b>SUB-CELL GT DNA SYSTEM</b>						
Sub-Cell GT DNA System	Bio-Rad Laboratories	N/A	2	12	1	\$ 24.00
<b>Total</b>			<b>2</b>			<b>\$ 24.00</b>
<b>THERMOMETER</b>						
Thermometer (Blue Fluid)	STB	307059	1	20	1	\$ 20.00
Barometer, Digital	Fisher Scientific	02-400	4	20	1	\$ 80.00
Thermometer, Electronic	Fisher Scientific	06-664-11	2	20	1	\$ 40.00
Thermometer (Red Fluid)	Fisher Scientific	15-041-4D	4	20	1	\$ 80.00
Thermometer (Blue Fluid)	N/A	35mm IMM	4	20	1	\$ 80.00
Thermometer (Blue Fluid)	ERTCO	44572QC	15	20	1	\$ 300.00
Thermometer (Red Fluid)	ERTCO	647-1S	1	20	1	\$ 20.00
Thermometer (Red Fluid)	N/A	76mm IMM	3	20	1	\$ 60.00
Thermometer (Red Fluid)	Thermco Products	ACC6471S	1	20	1	\$ 20.00
Thermometer (Red Fluid)	ERTCO	F-010-1SR	1	20	1	\$ 20.00
Thermometer	ERTCO	I-030-1A	1	20	1	\$ 20.00
Thermometer (Red Fluid)	ERTCO	I-030-1SR	3	20	1	\$ 60.00
Column Thermometer	ERTCO	N/A	1	20	1	\$ 20.00
Thermometer (Red Fluid)	N/A	N/A	3	20	1	\$ 60.00
Digital Thermometer	N/A	N/A	3	20	1	\$ 60.00
Thermometer (Blue Fluid)	Fisher Sci./Ever-Safe	N16B	4	20	1	\$ 80.00
Thermometer (Red Fluid)	ERTCO	OV-070S	2	20	1	\$ 40.00
Thermometer (Red Fluid)	ERTCO	R-020-1SR	3	20	1	\$ 60.00
Electronic Thermometer	Fisher Scientific	S66277	11	20	1	\$ 220.00
Thermometer	Baxter	T2030-1	2	20	1	\$ 40.00
Thermometer (Red Fluid)	ERTCO	ULF-010SR	2	20	1	\$ 40.00
<b>Total</b>			<b>71</b>			<b>\$ 1,420.00</b>
<b>ULTRASONIC CLEANER</b>						
Cleaner, Ultrasonic	VWR	75D	1	20	1	\$ 20.00



**Exhibit B1-1**  
**Pricing Sheet and Equipment List - Public Health Lab**

EXHIBIT I

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)
Cleaner, Ultrasonic	Lab-Line/Gen-Probe	9303GEN	1	20	1	\$ 20.00
Cleaner, Ultrasonic	Elma	Elma Sonic E30H	1	20	1	\$ 20.00
Ultrasonic Cleaner	Branson	CPX3800H	1	20	1	\$ 20.00
Ultrasonic Bath	NA	B200	1	20	1	\$ 20.00
<b>Total</b>			<b>5</b>			<b>\$ 100.00</b>
<b>WARMER, SLIDE</b>						
Warmer, Slide	Premiere	XH-2002	1	20	2	\$ 40.00
Warmer, Slide	Thermo Scientific	N/A	4	20	2	\$ 160.00
<b>Total</b>			<b>5</b>			<b>\$ 200.00</b>
<b>WASHER</b>						
Washer, Microplate Strip	Biotek Instruments	Elx50	1	20	2	\$ 40.00
Washer, Microplate Strip	Biotek Instruments	Elx508V	1	20	2	\$ 40.00
<b>Total</b>			<b>2</b>			<b>\$ 80.00</b>
<b>WATER BATH</b>						
Water Bath (Aqua Bath)	Lab-Line	18002	5	30	2	\$ 300.00
Water Bath	Precision Scientific	51221048	2	30	2	\$ 120.00

**Exhibit B1-1**  
**Pricing Sheet and Equipment List - Public Health Lab**

EXHIBIT I

Item	Manufacturer	Model #	Total # of Items (A)	Service Cost Per item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)
Water Bath	Precision Scientific	51221060	1	30	2	\$ 60.00
Water Bath	Precision Scientific	180	1	30	2	\$ 60.00
Water Bath (Isotemp)	Fisher Scientific	202S	1	30	2	\$ 60.00
Water Bath (Isotemp)	Fisher Scientific	220	1	30	2	\$ 60.00
Water Bath (Circulating)	Precision Scientific	260	1	30	2	\$ 60.00
Water Bath	Thermo Scientific	2864	2	30	2	\$ 120.00
Water Bath (GP 20)	Thermo Scientific	TSGP20	1	30	2	\$ 60.00
Water Bath	Benchmark	myBath	1	30	2	\$ 60.00
<b>Total</b>			<b>16</b>			<b>\$ 960.00</b>
<b>PCR WORKSTATION</b>						
Ductless Chem. Workstation	Airclean Systems	AC600	9	65	1	\$ 585.00
Ductless Chem. Workstation	Airclean Systems	AC632DB	1	65	1	\$ 65.00
PCR Workstation	C.B.S. Scientific	P-030-02	1	65	1	\$ 65.00
PCR Workstation Hood 6	C.B.S. Scientific	P-030-202	1	65	1	\$ 65.00
<b>Total</b>			<b>12</b>			<b>\$ 780.00</b>
<b>MISCELLANEOUS</b>						
Turbidity Meter	Beckman Coulter	Microscan	6	35	2	\$ 420.00
Turbidity Meter	Dade Behring	MicroScan	1	35	2	\$ 70.00
Tape Station	Agilent Technologies	4200	1	15	2	\$ 30.00
Fluorometer	Thermo Fisher Sci.	Fluorometer Qubit Flex	1	65	2	\$ 130.00
Fluorometer	Invitrogen/Thermo Sci.	Qubit Flex	2	65	2	\$ 260.00
Spectrophotometer	NanoDrop	ND-1000	1	180	2	\$ 360.00
Printer, Label	Brady	(Printer) i5100	1	12	2	\$ 24.00
Camera	Olympus	Stylus Tough	1	12	2	\$ 24.00
<b>Total</b>			<b>14</b>			<b>\$ 1,318.00</b>
<b>FLAT RATE SECTION - TOTAL</b>			<b>362</b>			<b>\$ 35,864.00</b>
<b>2. HOURLY RATE SECTION*</b>						
<b>Type of Hourly Rate</b>			<b>Hourly Rate (A)</b>	<b>Estimated Hours (B)</b>	<b>Estimated Total Annual (12 Months) Cost (AxB)</b>	
2a. As-Needed Services (response and/or service performed within 24 hours of notification to Contractor, refer to Exhibit A, Statement of Work, Paragraph 9.2):			\$ 50.00	30.00	\$ 1,500.00	
2b. Exclusions (response and/or service provided within 24 hours of notification to Contractor for "Out-of-Scope" services, refer to Exhibit A, Statement of Work, Paragraph 9.4):			\$ 50.00	30.00	\$ 1,500.00	
<b>HOURLY RATE SECTION - TOTAL (2a + 2b)</b>				<b>60.00</b>	<b>\$ 3,000.00</b>	

\*Contractor will be reimbursed for the procurement of any and all required parts for service(s) in the Hourly Rate Section in accordance to Paragraph 6, Invoices and Payment, of the Contract.

<b>3. BUDGET FOR PARTS FOR REPAIRS SECTION</b>				
<b>BUDGET FOR PARTS FOR REPAIRS SECTION - TOTAL</b>				<b>\$20,000</b>
<b>4. BUDGET FOR NEW EQUIPMENT AND CALIBRATION</b>				
<b>BUDGET NEW EQUIPMENT AND CALIBRATION SECTION - TOTAL</b>				<b>\$5,000</b>

**\$ 63,864.00 PHL Total**

**Exhibit B2-1**  
**Pricing Sheet and Equipment List - Community Health Services**

<b>Contractor:</b>	<b>Joint Matters, Inc.</b>
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**1. FLAT RATE SECTION**

Item	Manufacturer	Model #	Total # of Items All Health Centers Included (A)	Service Cost Per Item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)	Locations & Quantity for Items
<b>CHS Medical Equipment Items</b>							
Automated External Defibrillator	Cardiac Science	4301094 / Powerheart G3	12.0	\$ 22.00	1	\$ 264.00	AVHC (0), NHHC (1), Pacoima (1), CTHC (1), RTHC (1), THC (1), HWHC (1), MLK (1), WHC (1), MHC (1), Pomona (1), GHC (1), CHC (1)
Automated External Defibrillator	Cardiac Science	9390A-501	1.0	\$ 22.00	1	\$ 22.00	Cen Sat (1)
Automated External Defibrillator	Cardiac Science	9390A-1001	1.0	\$ 22.00	2	\$ 44.00	AVHC (1)
Automated External Defibrillator	Cardiac Science	430023 / Powerheart G3	1.0	\$ 22.00	2	\$ 44.00	SIMMS/MANN (1)
<b>Total</b>			<b>15</b>		<b>6</b>	<b>\$ 374.00</b>	
Audiometer	AMBCO	650A	7.0	\$ 50.00	2	\$ 700.00	Pacoima (2), HWHC (1), WHC (1), Cen Satellite (1), CHC (1), AVHC (1)
Audiometer	MAICO	MA-25	1.0	\$ 50.00	2	\$ 100.00	HWHC (1)
Audiometer	MAICO	MA-19	1.0	\$ 50.00	2	\$ 100.00	CHC (1)
Audiometer	Welch Allyn	AM232	1.0	\$ 50.00	2	\$ 100.00	MHC (1)
<b>Total</b>			<b>10</b>		<b>8</b>	<b>\$ 1,000.00</b>	
Centrifuge	Clay Adams	Compact II	1.0	\$ 50.00	2	\$ 100.00	Pomona (1)
Centrifuge	Unico	C858	1.0	\$ 50.00	2	\$ 100.00	AVHC (1), CHC (0)
Centrifuge	LW Scientific	CXR	1.0	\$ 50.00	2	\$ 100.00	NHHC (1)
Centrifuge	Fisher HealthCare	Horizon 642E	4.0	\$ 50.00	2	\$ 400.00	RTHC (1), MLK (1), CHC (2)
Centrifuge	UNICO	C8363	1.0	\$ 50.00	2	\$ 100.00	MHC (1)
Centrifuge	McKesson	HXV	2.0	\$ 50.00	2	\$ 200.00	Cen Sat (1) & CHC (1)
Centrifuge	Drucker/Fisher	642E	10.0	\$ 50.00	2	\$ 1,000.00	NHHC (1), CTHC (1), HWHC (1), WHC(2), GHC (1) CHC (2), Pacoima (1), AVHC (1)
Centrifuge	Unico	C8312	1.0	\$ 50.00	2	\$ 100.00	Pomona(1)
<b>Total</b>			<b>21</b>		<b>16</b>	<b>\$ 2,100.00</b>	
Exam Light	Burton Medical	WM50FL	1.0	\$ 12.00	2	\$ 24.00	Pomona (1)
Exam Light	Welch Allyn	GS EXAM IV M344	24.0	\$ 12.00	2	\$ 576.00	NHHC (2), MLK (3), CTHC (6), THC (5), HWHC (2), WHC (2 total- 1 of them in trailer), Pomona (2), CHC (2)
Exam Light	Phillips Burton	GLEAMER	1.0	\$ 12.00	2	\$ 24.00	AVHC (1)
Exam Light	Phillips Burton	SB40FL	1.0	\$ 12.00	2	\$ 24.00	CTHC (1)
Exam Light	Welch Allyn	46070K	1.0	\$ 12.00	2	\$ 24.00	WHC (1)
Exam Light	Welch Allyn	LS135	2.0	\$ 12.00	2	\$ 48.00	CHC (2)
Exam Light	Dazor	6004A/1050/BLACK	2.0	\$ 12.00	2	\$ 48.00	RTHC(2)
Exam Light	Welch Allyn	WALL	1.0	\$ 12.00	2	\$ 24.00	AVHC (1)
Exam Light	Welch Allyn	600600	1.0	\$ 12.00	2	\$ 24.00	AVHC (1)
<b>Total</b>			<b>34</b>		<b>18</b>	<b>\$ 816.00</b>	
Exam Table	Enochs	Power 4000	2.0	\$ 12.00	2	\$ 48.00	NHHC (1), Pomona (1)
Exam Table	Midmark Corp	604-001	11.0	\$ 12.00	2	\$ 264.00	AVHC (3), CTHC (1), MLK (7)
Exam Table	Midmark Corp	104 Ritter	3.0	\$ 12.00	2	\$ 72.00	CHC (2) & Pomona (1)
Exam Table	Midmark Corp	305 Ritter	1.0	\$ 12.00	2	\$ 24.00	Pacoima (1)
Exam Table	Midmark Corp	223 Ritter	2.0	\$ 12.00	2	\$ 48.00	CHC (2)
Exam Table	Enochs	UNKNOWN	1.0	\$ 12.00	2	\$ 24.00	GHC (1)
Exam Table	Midmark Corp	100-005	1.0	\$ 12.00	2	\$ 24.00	WHC (1)

**Exhibit B2-1**  
**Pricing Sheet and Equipment List - Community Health Services**

Item	Manufacturer	Model #	Total # of Items All Health Centers Included (A)	Service Cost Per Item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)	Locations & Quantity for Items
Exam Table	Midmark Corp	204	1.0	\$ 12.00	2	\$ 24.00	RTHC (1)
Exam Table	Midmark Corp	625	1.0	\$ 12.00	2	\$ 24.00	CHC (1)
Exam Table	Dre Medical	Dentamed	1.0	\$ 12.00	2	\$ 24.00	CHC (1)
Exam Table	Midmark	222	1.0	\$ 12.00	2	\$ 24.00	WHC (1)
Exam Table	LINAK	11324B	2.0	\$ 12.00	2	\$ 48.00	HWHC (2)
Exam Table	Clinton Industries	No model listed	3.0	\$ 12.00	2	\$ 72.00	HWHC (2), CHC (1)
Exam Table	Midmark Corp	623	2.0	\$ 12.00	2	\$ 48.00	THC (1) & CHC (1)
Exam Table	Midmark Corp	300	1.0	\$ 12.00	2	\$ 24.00	NHHC (1)
Exam Table	Intensa	460	9.0	\$ 12.00	2	\$ 216.00	AVHC (0), NHHC (1), CTHC (2), RTHC (1), THC (1), WHC (2), CHC (1), Pacoima (1)
Exam Table	UM Medical Power Hi/Lo	4040-650 100	3.0	\$ 12.00	2	\$ 72.00	THC (3)
Exam Table	Midmark	Ritter	1.0	\$ 12.00	2	\$ 24.00	Pomona (1)
Exam Table	LINAK	DK6430	1.0	\$ 12.00	2	\$ 24.00	Pomona (1)
Exam Table	UM Medical Power Hi/Lo	3503-500-300	1.0	\$ 12.00	2	\$ 24.00	AVHC (1)
<b>Total</b>			<b>48</b>		<b>40</b>	<b>\$ 1,152.00</b>	
Incubator	Boekel	132000	1.0	\$ 50.00	2	\$ 100.00	THC (1)
Incubator	Curtin Mathenson Scientific, Inc	C1574	1.0	\$ 50.00	2	\$ 100.00	MLK (1)
Incubator	Boekel	None	2.0	\$ 50.00	2	\$ 200.00	RTHC (1) , Cen Sat (1)
Incubator	Boekel	133000	1.0	\$ 50.00	2	\$ 100.00	AVHC (1)
Incubator	Thermo fisher (model not pr	IMC40483279(serial)	1.0	\$ 50.00	2	\$ 100.00	CTHC (1)
Incubator	VWR	INCU-LINE	1.0	\$ 50.00	2	\$ 100.00	CTHC (1)
Incubator	Thermo Scientific	IMC-18	10.0	\$ 50.00	2	\$ 1,000.00	NHHC (1), PAC (1), HWHC (1), WHC (1), MHC (1), Pomona (1), GHC (1), CHC (2), Pacoima (1)
<b>Total</b>			<b>17</b>		<b>14</b>	<b>\$ 1,700.00</b>	
Standard Balance Scale	Health O Meter	None	2.0	\$ 60.00	2	\$ 240.00	NHHC (1), RTHC (1)
Standard Balance Scale	Health O Meter	402KL	2.0	\$ 60.00	2	\$ 240.00	MLK (2)
Scale for Wheelchair	Health O Meter	No Model Listed	1.0	\$ 60.00	2	\$ 120.00	MLK (1)
Scale for Wheelchair	Health O Meter	2600KL	1.0	\$ 60.00	2	\$ 120.00	AVHC (1)
Standard Balance Scale	Cardinal Detecto	None	2.0	\$ 60.00	2	\$ 240.00	CHC (1) & MHC (1)
Standard Balance Scale	Seca	700	2.0	\$ 60.00	2	\$ 240.00	CHC (2)
Standard Balance Scale	Acculab	VIC-3003	1.0	\$ 60.00	2	\$ 120.00	Pharmacy (1)
Adult Stand On Scale	Continental Scale	400DRD	1.0	\$ 60.00	2	\$ 120.00	CHC (1)
<b>Total</b>			<b>12</b>		<b>16</b>	<b>\$ 1,440.00</b>	
Digital Scale	Cardinal Detecto	6129	6.0	\$ 60.00	2	\$ 720.00	AVHC (2), NHHC (1), PAC (2), WHC (1)
Digital Scale	Cardinal Detecto	758C	3.0	\$ 60.00	2	\$ 360.00	PAC (1), CTHC (2)
Digital Scale	Cardinal Detecto	751	1.0	\$ 60.00	2	\$ 120.00	HWHC (1)
Digital Scale	Cardinal Detecto	750	10.0	\$ 60.00	2	\$ 1,200.00	CTHC (1), HWHC (1), Cen Sat (1), MHC (1), THC (1 - no dept sticker), Pomona (2), CHC (3)
Digital Scale	Cardinal Detecto	SOLO	1.0	\$ 60.00	2	\$ 120.00	NHHC (1)
Digital Scale	Welch Allyn	901109	1.0	\$ 60.00	2	\$ 120.00	WHC (1)
Digital Scale	Seca	7802321138	5.0	\$ 60.00	2	\$ 600.00	CTHC(2) & THC(3)
Digital Scale	Seca	7802321134	1.0	\$ 60.00	2	\$ 120.00	THC (1- no dept sticker)
Digital Scale	Befour	2600T	1.0	\$ 60.00	2	\$ 120.00	THC (1)
Digital Scale	Befour	MX805	1.0	\$ 60.00	2	\$ 120.00	CHC (1)
Digital Scale	Health O Meter	500KL	1.0	\$ 60.00	2	\$ 120.00	THC (1)
INFANT SCALE	MEDELA	C-10444	1.0	\$ 60.00	2	\$ 120.00	AVHC (1)
<b>Total</b>			<b>32</b>		<b>24</b>	<b>\$ 3,840.00</b>	
Thermometer (equipment)	Fisher Scientific/Other	None	1.0	\$ 20.00	1	\$ 20.00	

**Exhibit B2-1**  
**Pricing Sheet and Equipment List - Community Health Services**

Item	Manufacturer	Model #	Total # of Items All Health Centers Included (A)	Service Cost Per Item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)	Locations & Quantity for Items
Thermometer (equipment)	Cardinal Health	T2960-3	4.0	\$ 20.00	1	\$ 80.00	MLK (1), WHC (1), CHC (1)
Thermometer (equipment)	Fisher Scientific/Other	666411	4.0	\$ 20.00	1	\$ 80.00	MLK (1), Pomona (2 total, 1 is in storage), CHC (1)
Thermometer (equipment)	BCR	Red Fluid	1.0	\$ 20.00	1	\$ 20.00	MLK (1)
Thermometer (equipment)	Cooper	Red Fluid	1.0	\$ 20.00	1	\$ 20.00	WHC (1)
Thermometer (equipment)	UEI	RFT2A	1.0	\$ 20.00	1	\$ 20.00	WHC (1)
Thermometer (equipment)	Taylor	Red Fluid	3.0	\$ 20.00	1	\$ 60.00	MLK (1), WHC (1), MHC(1)
Thermometer (equipment)	Market Lab	ML 4011	2.0	\$ 20.00	1	\$ 40.00	THC (2 - no dept sticker)
Thermometer (equipment)	UEU Test Instruments	Red Fluid	1.0	\$ 20.00	1	\$ 20.00	CHC (1)
Thermometer (equipment)	NSF	Red Fluid	1.0	\$ 20.00	1	\$ 20.00	CHC (1)
Thermometer Aneroid	Cooper	N/A	1.0	\$ 20.00	1	\$ 20.00	CHC (1)
Thermometer	Cooper	335	2.0	\$ 20.00	1	\$ 40.00	MHC (1), Pomona (1)
Thermometer	Cooper	25HP	2.0	\$ 20.00	1	\$ 40.00	MHC (1), Pomona (1 in storage)
Thermometer (equipment)	Streck	Red Fluid	2.0	\$ 20.00	1	\$ 40.00	MLK (2)
Datalogging Thermometer	Thomas Scientific	1198d76	5.0	\$ 20.00	1	\$ 100.00	THC (5 total, 2 have no department sticker)
Temp Logger	Veriteq	SP10022N;SP140044N	1.0	\$ 20.00	1	\$ 20.00	RTHC (1) Commented item is calibrated by Vaisala
Thermometer	Taylor	5925	1.0	\$ 20.00	1	\$ 20.00	CHC (1)
Thermometer	Taylor	None	1.0	\$ 20.00	1	\$ 20.00	MHC (1)
Thermometer	Taylor	5923 (Aneroid)	1.0	\$ 20.00	1	\$ 20.00	NHHC (1)
Thermometer	Chef's Review	3507-55	1.0	\$ 20.00	1	\$ 20.00	NHHC (1)
Thermometer electronic	Fisher Scientific	No Model Listed	1.0	\$ 20.00	1	\$ 20.00	Pomona (1)
Thermometer electronic	Fisher Scientific	11873460	1.0	\$ 20.00	1	\$ 20.00	MHC (1)
Thermometer (fridge/freezer)	VWR	61161-364	1.0	\$ 20.00	1	\$ 20.00	NHHC (1)
Thermometer (fridge/freezer)	Johnstone	G21520	2.0	\$ 20.00	1	\$ 40.00	MHC (1) & Pomona (1)
Thermometer	Thermo Fisher	94460-72	2.0	\$ 20.00	1	\$ 40.00	RTHC(2)
<b>Total</b>			<b>43</b>		<b>25</b>	<b>\$ 860.00</b>	
Vision Test Device	Good Lite	A+ 600600	4.0	\$ 15.00	1	\$ 60.00	AVHC (1), PAC (1), HWHC (1), MHC (1)
Vision Test Device	Graham-Field	2867-1261	1.0	\$ 15.00	1	\$ 15.00	MLK (1)
Vision Test Device	MODEL AT	Snellen	1.0	\$ 15.00	1	\$ 15.00	Gen Sat (1)
<b>Total</b>			<b>6</b>		<b>3</b>	<b>\$ 90.00</b>	
Ophthalmoscope/Otoscope/Wall Transformer (Blood Pressure)	Welch Allyn	767 Series	15.0	\$ 55.00	2	\$ 1,650.00	CTHC (2), THC (4), MLK (9)
Ophthalmoscope/Otoscope/Wall Transformer (Blood Pressure)	Welch Allyn	74710	1.0	\$ 55.00	2	\$ 110.00	PAC (1)
Ophthalmoscope/Otoscope/Wall Transformer (Blood Pressure)	Welch Allyn	None	2.0	\$ 55.00	2	\$ 220.00	RTHC (2)
Ophthalmoscope/Otoscope/Wall Transformer (Blood Pressure)	Welch Allyn	GS 777	3.0	\$ 55.00	2	\$ 330.00	PAC (1) & MHC (1), AVHC (1)
Ophthalmoscope/Otoscope/Wall Transformer (Blood Pressure)	Welch Allyn	GS 777 (77710)	3.0	\$ 55.00	2	\$ 330.00	THC (3)
<b>Total</b>			<b>24</b>		<b>10</b>	<b>\$ 2,640.00</b>	
Blood Pressure/Sphygmomanometer	American Diagnostic Corp.	6013	1.0	\$ 55.00	2	\$ 110.00	NHHC (1)
Blood Pressure/Sphygmomanometer	American Diagnostic Corp.	CE 0197	1.0	\$ 55.00	2	\$ 110.00	NHHC (1)
Blood Pressure/Sphygmomanometer	American Diagnostic Corp.	None	4.0	\$ 55.00	2	\$ 440.00	NHHC (4)
Blood Pressure/Sphygmomanometer	Omron Digital B/P	HEM 907	1.0	\$ 55.00	2	\$ 110.00	CTHC (1)
Blood Pressure/Sphygmomanometer	GE Dinamap	Pro 200V2	1.0	\$ 55.00	2	\$ 110.00	CHC (1)
Blood Pressure/Sphygmomanometer	GE Dinamap	Pro 400V2	1.0	\$ 55.00	2	\$ 110.00	HWHC (1)
Blood Pressure/Sphygmomanometer	Omron Digital B/P	HEM-712C	1.0	\$ 55.00	2	\$ 110.00	NHHC (1)
Blood Pressure/Sphygmomanometer	Omron Digital B/P	HEM-780N3	1.0	\$ 55.00	2	\$ 110.00	HWHC (1)

**Exhibit B2-1**  
**Pricing Sheet and Equipment List - Community Health Services**

EXHIBIT I

Item	Manufacturer	Model #	Total # of Items All Health Centers Included (A)	Service Cost Per Item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)	Locations & Quantity for Items
Blood Pressure/Sphygmomanometer	Welch Allyn	74710	1.0	\$ 55.00	2	\$ 110.00	WHC (1)
Blood Pressure/Sphygmomanometer	Welch Allyn	767 Series	7.0	\$ 55.00	2	\$ 770.00	THC (4) , HWHC (1), CHC (2)
Blood Pressure/Sphygmomanometer	Welch Allyn	CE0050	3.0	\$ 55.00	2	\$ 330.00	CTHC (1) & RTHC (2)
Blood Pressure/Sphygmomanometer	Tyco	None	2.0	\$ 55.00	2	\$ 220.00	NHHC (1), WHC (1)
Blood Pressure/Sphygmomanometer	American Diagnostic Corp.	785	1.0	\$ 55.00	2	\$ 110.00	NHHC (1)
Blood Pressure/Sphygmomanometer	OMRON	No Model Listed	2.0	\$ 55.00	2	\$ 220.00	NHHC (2)
Blood Pressure/Sphygmomanometer	Welch Allyn	CEO297	1.0	\$ 55.00	2	\$ 110.00	CTHC (1)
Blood Pressure/Sphygmomanometer	ABCO	Not Listed	3.0	\$ 55.00	2	\$ 330.00	NHHC (3)
Blood Pressure/Sphygmomanometer	ONSET	Not Listed	2.0	\$ 55.00	2	\$ 220.00	CHC (2)
<b>Total</b>			<b>33</b>		<b>34</b>	<b>\$ 3,630.00</b>	
Pulse Oximeter	BCI	3301	1.0	\$ 15.00	2	\$ 30.00	CHC (1)
Powered Air Respirator	3M	TR-300	2.0	\$ 15.00	2	\$ 60.00	MHC (1)
<b>Total</b>			<b>3</b>		<b>4</b>	<b>\$ 90.00</b>	
Thermometer (patient)	Welch Allyn	Braun Thermoscan Pro4000	8.0	\$ 20.00	2	\$ 320.00	AVHC (4), NHHC (1), PAC (1), WHC (1), MHC (1)
Thermometer (patient)	Welch Allyn	SURETEMP	2.0	\$ 20.00	2	\$ 80.00	RTHC (2)
Thermometer (patient)	Welch Allyn	SURETEMP Plus 692	7.0	\$ 20.00	2	\$ 280.00	HWHC (4) & CHC (3)
Thermometer (patient)	Welch Allyn	6021	1.0	\$ 20.00	2	\$ 40.00	CHC (1)
Thermometer (patient)	Welch Allyn	6014	1.0	\$ 20.00	2	\$ 40.00	CHC (1)
Infrared Thermometer	N/A	N/A	1.0	\$ 20.00	2	\$ 40.00	Pomona (1)
Thermometer (patient)	ONSET	CX402-VFC215	11.0	\$ 20.00	2	\$ 440.00	WHC (6) & Pomona(5)
Thermometer (patient)	ONSET	CX402-VFC115	6.0	\$ 20.00	2	\$ 240.00	WHC (6)
Thermometer (ear)	Welch Allyn/ Braun	PRO 6000	4.0	\$ 20.00	2	\$ 160.00	MHC (1), Pomona (3)
Thermometer (patient)	Welch Allyn	76751	4.0	\$ 20.00	2	\$ 160.00	THC (4)
Thermometer (patient)	Welch Allyn	690SURETEMP+	3.0	\$ 20.00	2	\$ 120.00	THC (3)
<b>Total</b>			<b>48</b>		<b>22</b>	<b>\$ 1,920.00</b>	
X-ray View Box	Wolf X-Ray	MG7	0.0	\$ 15.00	1	\$ -	AVHC (0)
<b>Total</b>			<b>0</b>		<b>1</b>	<b>\$ -</b>	
Exam Chair	Midmark	411-016	1.0	\$ 12.00	2	\$ 24.00	THC (1 - listed on sheet as table)
Exam Chair	Midmark	224	1.0	\$ 12.00	2	\$ 24.00	Pomona (1 - storage)
Exam Chair	Dentamedmove/Lemi	no model provided	4.0	\$ 12.00	2	\$ 96.00	MHC (1), Pomona (1), CHC (2)
Exam Chair	Midmark	641-004	2.0	\$ 12.00	2	\$ 48.00	MLK (2)
Exam Chair	Midmark	625*401702	1.0	\$ 12.00	2	\$ 24.00	CHC (1)
<b>Total</b>			<b>9</b>		<b>10</b>	<b>\$ 216.00</b>	
Vital Signs	Alaris	4410	1.0	\$ 45.00	2	\$ 90.00	CHC (1)
Vital Signs	Welch Allyn	53NTP	3.0	\$ 45.00	2	\$ 270.00	GHC (1) , CHC (2)
Vital Signs	Welch Allyn	53QTP	1.0	\$ 45.00	2	\$ 90.00	CHC (1)
Vital Signs	Welch Allyn	4200B-E1	2.0	\$ 45.00	2	\$ 180.00	AVHC (0), PAC (2)
Vital Signs	Mindray	Accutorr VS8	3.0	\$ 45.00	2	\$ 270.00	HWHC (2) & CHC (1)
Vital Signs	Mindray	Accutorr 7	25.0	\$ 50.00	2	\$ 2,500.00	AVHC (2), NHHC (2), PAC (2), CTHC (2), RTHC (2), THC (2), HWHC (2), MLK (1), WHC (3), CenSat (1), MHC (1), Pomona (2, 1 is in storage), CHC (3)
Vital Signs	GE	DINAMAP PRO 200V2	1.0	\$ 45.00	2	\$ 90.00	CHC (1)
Vital Signs	Mindray	V58	1.0	\$ 45.00	2	\$ 90.00	AVHC(1)
<b>Total</b>			<b>37</b>		<b>16</b>	<b>\$ 3,580.00</b>	
Phlebotomy Chair	Clinton Industries	6341	6.0	\$ 12.00	2	\$ 144.00	CTHC (2), THC (1), MLK (1), WHC (2)
Phlebotomy Chair	No Brand Given	not listed	1.0	\$ 12.00	2	\$ 24.00	RTHC (1)
<b>Total</b>			<b>7</b>		<b>4</b>	<b>\$ 168.00</b>	

**Exhibit B2-1**  
**Pricing Sheet and Equipment List - Community Health Services**

Item	Manufacturer	Model #	Total # of Items All Health Centers Included (A)	Service Cost Per Item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)	Locations & Quantity for Items
Urinalysis	Siemens	Clinitek Status+Connect	4.0	\$ 12.00	2	\$ 96.00	AVHC (1), NHHC (1), MLK (1), CHC (1-manufacturer, model, serial unknown)
Urinalysis	Siemens	Clinitek Status+Analyzer	2.0	\$ 12.00	2	\$ 48.00	CHC(1), THC (1)
<b>Total</b>			<b>6</b>		<b>4</b>	<b>\$ 144.00</b>	
Refrigerator	General Electric	Domestic	2.0	\$65.00	1	\$ 130.00	THC (1) & CHC (1)
Refrigerator/Freezer	Kenmore/Sears	Domestic	1.0	\$65.00	1	\$ 65.00	Pomona (1 in storage)
Refrigerator	Sanyo	MPR-513R	7.0	\$65.00	1	\$ 455.00	AVHC (1), MLK (1), WHC (1), THC (1-no dept sticker on), Pomona (1), GHC (1) HWHC (1)
Refrigerator	Sanyo	MPR-514R	4.0	\$65.00	1	\$ 260.00	MLK (2), MHC (0), Pomona (1 storage), PAC (1)
Refrigerator	Phcbl	MPR-514-PA	1.0	\$65.00	1	\$ 65.00	Pharmacy (1)
Refrigerator	Sanyo	MPR-1014R	1.0	\$65.00	1	\$ 65.00	Pharmacy (1)
Refrigerator	Sanyo / Panasonic	SR-L4110W	5.0	\$65.00	1	\$ 325.00	NHHC (1), PAC (1), MLK (2), GHC (1)
Refrigerator	Sanyo / Panasonic	SF-L6111W-PA	2.0	\$65.00	1	\$ 130.00	MLK (1), Cen Sat (1)
Refrigerator	Sanyo	MPR-414F	2.0	\$65.00	1	\$ 130.00	AVHC (1), NHHC (1)
Refrigerator/Freezer	Whirlpool	Domestic	2.0	\$65.00	1	\$ 130.00	WHC (1), Pomona (1)
Refrigerator	Frigidaire	FFHT 1835VWI	1.0	\$65.00	1	\$ 65.00	CTHC (1)
Refrigerator	Frigidaire	None Domestic	4.0	\$65.00	1	\$ 260.00	THC (2), Pomona (1), CHC (1)
Refrigerator	Admiral	None	1.0	\$65.00	1	\$ 65.00	CHC (1)
Refrigerator	Panasonic	MPR-S313-PA	1.0	\$65.00	1	\$ 65.00	CHC (1)
Refrigerator	General Electric	TAX23HXARWH	1.0	\$65.00	1	\$ 65.00	Cen Sat (1)
Refrigerator	LABREPCO	LHE-23-HG-PHNSF	1.0	\$65.00	1	\$ 65.00	AVHC (1)
Refrigerator/Freezer	Dandy	Domestic	1.0	\$65.00	1	\$ 65.00	THC (1 - no dept sticker)
Pharmaceutical Refrigerator	Phcbl	MPR-1014-PA	2.0	\$65.00	1	\$ 130.00	Pharmacy (1), WHC (1)
Refrigerator	PHCBI	N/A	1.0	\$65.00	1	\$ 65.00	RTHC (1)
Refrigerator	Frigidaire	FFET 1222UW	1.0	\$65.00	1	\$ 65.00	RTHC (1)
Refrigerator	Sanyo	SR-L6111W	1.0	\$65.00	1	\$ 65.00	Cen Sat (1)
Refrigerator	PHCBI	MPR-S500H-PA	5.0	\$65.00	1	\$ 325.00	Pharmacy (1) & MHC (2) CHC (1), HWHC (1)
Refrigerator	LABRepCo-CliniCool ULTRA Series	LHU-23-HG-PH	2.0	\$65.00	1	\$ 130.00	Pomona (1), MHC (1)
Refrigerator	Sanyo	MPR-1013R	1.0	\$65.00	1	\$ 65.00	CHC (1)
Refrigerator	PHCBI	MPR-S1201XH-PA	1.0	\$65.00	1	\$ 65.00	CHC (1)
Refrigerator	Vissani	HVAR43GSE	1.0	\$65.00	1	\$ 65.00	HWHC (1)
<b>Total</b>			<b>52</b>		<b>26</b>	<b>\$ 3,380.00</b>	
Freezer	Sanyo	SF-L6111W	7.0	\$65.00	1	\$ 455.00	AVHC (1), PAC (1), WHC (1), MHC (1), Pomona (1), GHC (1), HWHC (1)
Freezer	Sanyo	HF-5017	5.0	\$65.00	1	\$ 325.00	PAC (1), THC (1), WHC (1), MHC (0), Pharmacy (1), Pomona (1)

**Exhibit B2-1**  
**Pricing Sheet and Equipment List - Community Health Services**

Item	Manufacturer	Model #	Total # of Items All Health Centers Included (A)	Service Cost Per Item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)	Locations & Quantity for Items
Freezer	Panasonic	MU339HL-PA	1.0	\$65.00	1	\$ 65.00	Pomona (1 in storage)
Freezer	American Biotech	CB1-0420-ADA	3.0	\$65.00	1	\$ 195.00	MLK (1) & Pomona (2)
Freezer	Panasonic	SF-L6111W	2.0	\$65.00	1	\$ 130.00	THC (1 -no dept sticker on item) & CHC (1)
Freezer	PHCBI	PF-L5181W-PA	2.0	\$65.00	1	\$ 130.00	CHC (2)
Phcbl	Biomedical Freezer	MU339HL	4.0	\$65.00	1	\$ 260.00	Pharmacy (3), WHHC (1)
Cincinnati Ohio	So-Low Ultra Low Freezer	U85-22	2.0	\$65.00	1	\$ 130.00	Pharmacy (1), MHC (1)
Freezer	ABS	PH-ABT-NSF-UCBI-0420-	1.0	\$65.00	1	\$ 65.00	RTHC (1)
Ultra Low Freezer	So-Low Environmental	EC85-3	1.0	\$65.00	1	\$ 65.00	NHHC (1)
Freezer	PHCBI/ Panasonic	MDF-MU339HL-PA	6.0	\$65.00	1	\$ 390.00	AVHC (1), NHHC (1), MLK (1), CHC (1), Pacoima (1), WHC (1)
Freezer	Accucold	VT65MLVAC456ADA / Freezer, Cert NSF/ANSI 456 VAC Storage	1.0	\$65.00	1	\$ 65.00	MHC(1)
<b>Total</b>			<b>35</b>		<b>12</b>	<b>\$ 2,275.00</b>	
Microscope	ABCO	None	1.0	\$35.00	2	\$ 70.00	CHC (1)
Microscope	Bausch & Lomb	KHS	2.0	\$35.00	2	\$ 140.00	CHC (1), HWCH (1)
Microscope	Micro Optics	CXRIII	2.0	\$35.00	2	\$ 140.00	THC (1), HWHC (1)
Microscope	Olympus	CX41RF	4.0	\$35.00	2	\$ 280.00	NHHC (1), CTHC (1), MLK (1), WHC (1)
Microscope	Olympus	BH-2	1.0	\$35.00	2	\$ 70.00	RTHC (1)
Microscope	Olympus	CH30 RF100	1.0	\$35.00	2	\$ 70.00	CTHC (1)
Microscope	Olympus	BX43F	1.0	\$35.00	2	\$ 70.00	MLK (1)
Microscope	Seiler Instrutment	Not Listed	1.0	\$35.00	2	\$ 70.00	Pomona (1)
Microscope	Seiler Instrutment	MICROLUX 11	1.0	\$35.00	2	\$ 70.00	WHC (1)
Microscope	Mckesson/Unico	G380LED	1.0	\$35.00	2	\$ 70.00	CHC (1)
Microscope	Nikon	Eclipse Si RS	7.0	\$35.00	2	\$ 490.00	AVHC (1), NHHC (1), CTHC (1), RTHC (1), THC (1 -no dept sticker), PHC (2)
Microscope	LW Scientific	Serial #:9819701	1.0	\$35.00	2	\$ 70.00	CHC (1)
<b>Total</b>			<b>23</b>		<b>24</b>	<b>\$ 1,610.00</b>	
<b>FLAT RATE SECTION - TOTAL</b>			<b>515.0</b>		<b>337</b>	<b>\$ 33,025.00</b>	

2. HOURLY RATE SECTION*			
Type of Hourly Rate	Hourly Rate (A)	Estimated Hours (B)	Estimated Total Annual Cost (12 Months) (AxB)
2a. As-Needed Services (response and/or service performed within 24 hours of notification to Contractor, refer to Exhibit A, Statement of Work, Paragraph 9.2):	\$ 50.00	40	\$ 2,000.00
2b. Exclusions (response and/or service provided within 24 hours of notification to Contractor for "Out-of-Scope" services, refer to Exhibit A, Statement of Work, Paragraph 9.4):	\$ 50.00	40	\$ 2,000.00
<b>HOURLY RATE SECTION - TOTAL (2a + 2b)</b>		<b>80</b>	<b>\$ 4,000.00</b>

\*Contractor will be reimbursed for the procurement of any and all require parts for service(s) in the Hourly Rate Section in accordance to Paragraph 6, Invoices and Payment, of the Contract.

3. BUDGET FOR PARTS FOR REPAIRS SECTION			
<b>BUDGET FOR PARTS FOR REPAIRS SECTION - TOTAL</b>			<b>\$20,000</b>
4. BUDGET FOR NEW EQUIPMENT AND CALIBRATION			



**Exhibit B2-1**  
**Pricing Sheet and Equipment List - Community Health Services**

EXHIBIT I

Item	Manufacturer	Model #	Total # of Items All Health Centers Included (A)	Service Cost Per Item (B)	Service Times Per Year (C)	Total Annual (12 Months) Cost (AxBxC)	Locations & Quantity for Items
BUDGET NEW EQUIPMENT AND CALIBRATION SECTION - TOTAL						\$5,000	

\$ 62,025.00 CHS New Total

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter☐ Board Memo☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/5/2025	
<b>BOARD MEETING DATE</b>	12/2/2025	
<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>	Request approval to execute amendments to 57 HIV and STD Prevention Services contracts to extend the term through May 31, 2026, and delegated authority to extend the term up to seven additional months, as needed, through December 31, 2026.	
<b>PROGRAM</b>	Division of HIV and STD Programs (DHSP)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Contracts were previously solicited but the delegated authority to extend has expired. A solicitation was released in December 2024, however, due to funding constraints, completion of solicitation results were paused. Until this process is finalized, Public Health is seeking to extend these services to prevent a lapse in these necessary services.	
<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>	December 31, 2025- all agreements expire	
<b>COST &amp; FUNDING</b>	Total cost: \$4,300,234	Funding source: Centers for Disease Control and Prevention High Impact HIV Prevention and Surveillance (CC HIHPS), CDC Strengthening STD Prevention and Control for Health Departments (CDC PCHD), Tobacco Settlement Funds (TSF), California Department of Public Health (CDPH) STI Prevention and Collaboration (STI -PC) Agreement Number 24-ST110, Non-Drug Medical funds through Bureau of Substance Abuse Prevention and Control
	TERMS (if applicable): January 1, 2026 through May 31, 2026 and delegated authority to extend through December 31, 2026.	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Los Angeles County (LAC) continues to experience the second largest HIV epidemic in the United States. The prompt identification and treatment of persons with HIV remains a public health priority. Community-based HIV service providers are needed to facilitate access to high quality, client-centered HIV services with the goal of decreasing the impact of HIV in LAC and addressing health disparities and inequities among sub-populations disproportionately impacted by these infections.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Since the original award and execution, the 57 referenced contracts/MAs/MAWOs have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to the statement of work and scope of work. To prevent a gap in services, Public Health is requesting to extend these services until the solicitation process is complete.	

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: (2) Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations. These services are provided to populations in disadvantaged areas and who engage in risky behaviors for HIV and STD.
<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) <b>Alliance for Health Integration</b> ; reduce health inequities and integrate services across health services and public health to assist client's access to core services including mental health. These services provide HIV testing, STD testing and treatment and linkage to support services such as mental health, substance use services, housing services, etc.
<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>



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

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

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Chief Deputy Director

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**DRAFT**



**BOARD OF SUPERVISORS**

**Hilda L. Solis**  
First District

**Holly J. Mitchell**  
Second District

**Lindsey P. Horvath**  
Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

December 2, 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 57 SOLE SOURCE AMENDMENTS TO HIV AND STD  
PREVENTION SERVICES AGREEMENTS TO EXTEND THE TERM THROUGH  
MAY 31, 2026  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute amendments to 57 sole source HIV and STD Prevention Services agreements to extend the term through May 31, 2026, and delegated authority to extend the term up to seven additional months, as needed, through December 31, 2026.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute sole source amendments, substantially similar to Exhibits I through V, to 57 HIV and STD Prevention Services agreements with contractors identified in Attachment A, that extend the term through May 31, 2026, at a total maximum obligation of \$4,300,234, 100% funded by Centers for Disease Control and Prevention High Impact HIV Prevention and Surveillance funds (CDC HIHPS), CDC Strengthening STD Prevention and Control for Health Departments (CDC PCHD), Tobacco Settlement Funds (TSF), California Department of Public Health (CDPH) STI Prevention and Collaboration (STI-PC) Agreement Number 24 ST110, and Non-

Drug Medical funds through Bureau of Substance Abuse Prevention and Control. These sole source amendments include 35 contracts for the provision of STD Screening, Diagnosis, and Treatment Services (STD-SDTS); STD Sexual Health Express Clinic (SHEX-C) Services; HIV Testing Services (HTS); Comprehensive HIV and STD Testing and STD Treatment Services in the City of Long Beach (HTS-STD LB); HIV/STD Screening Services in Commercial Sex Venues (CSV); STD Infertility Prevention Project Services (STD IPP); Promoting Healthcare Engagement Among At-Risk Populations for HIV in Los Angeles County (PHEARP); and High Impact HIV Prevention (HIHP) Services, 11 Master Agreements (MA) for Biomedical HIV Prevention (BHP) Services and 11 Master Agreement Work Orders (MAWO) for BHP Services.

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the agreements that: a) provide an increase or decrease in funding up to 10% above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract budget period; b) allow the rollover of unspent contract funds, if allowable by the grantor; c) allow reallocation of funds between budgets; d) update the statement of work and/or scope of work, as necessary; e) correct errors in the agreements' terms and conditions; and/or f) extend the term up to seven additional months, as needed, through December 31, 2026, at amounts determined by Public Health, contingent upon the availability of funds and contractor performance, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the agreements that authorize modifications to the budget with corresponding modifications to the statement of work and/or scope of work, that are within the same scope of services, as necessary; and/or changes to hours of operation and/or service locations.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate the agreements upon issuing a written notice to if a contractor fails to perform and/or 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 ACTIONS**

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

### HTS, HTS-STD LB, and CSV Services

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

### STD-SDTS, STD SHEx-C, and STD IPP Services

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

### HIHP Services

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

### PHEARP (Previously referred to as Promoting Healthcare Engagement Among Targeted Vulnerable Populations)

PHEARP services provide education, awareness, and skill-building activities to increase knowledge about HIV risk behaviors, decrease the frequency of those behaviors, and ensure that individuals living with HIV reduce the probability of transmitting HIV to others.

### BHP Services

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

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

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

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

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

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

Approval of Recommendation 2 will allow Public Health to execute amendments to the current agreements to increase or decrease funding up to 10% above or below the annual base maximum obligation; allow for rollover of funds and the reallocation of funds between budgets; update the statement of work and/or scope of work; and/or correct errors in the

agreements' terms and conditions, as necessary; and to extend the terms, as needed, through December 31, 2026.

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

Approval of Recommendation 4 will allow Public Health to immediately suspend or terminate the agreements 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 termination notice to contractors.

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

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

### **FISCAL IMPACT/FINANCING**

The total maximum obligation of the recommended HIV and STD Prevention Services amendments as detailed in Attachment A is \$4,300,234, for the period of January 1, 2026 through May 31, 2026, consisting of \$1,043,462 for HTS, \$66,667 for CSV, \$1,093,258 for STD-SDTS, \$402,624 for STD SHEx-C, \$88,889 for HTS-STD LB, \$254,963 for HIHP, \$543,778 for BHP, \$627,083 for PHEARP, and \$179,510 for STD IPP, 100% funded by the CDC HIHPS, CDC PCHD, CDPH STIPC, TSF, and Non-Drug Medical funds through Public Health's Substance Abuse Prevention and Control Bureau.

Current funding levels are included in Public Health's fiscal year (FY) 2025–26 Final Adopted Budget. Any changes to funding levels for future FYs will be updated, as necessary.

There is no net County cost associated with this action.

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

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

As required by Board Policy 5.100, your Board was notified on October 20, 2025, of Public Health's intent to extend the term of 67 HIV and STD prevention contracts, MAs, and MAWOs as sole source, of which 57 are included in this Board action. Due to delays in receiving federal funding in support of the prevention portfolio, Public Health's DHSP was uncertain if funding was available to support services beyond December 31, 2025. As a result, Public Health's DHSP was unable to meet the six-month advance notice to your



Board, as the priority was extending the current portfolio of services from July 1, 2025, through December 31, 2025, to prevent a gap in services. Upon receipt of the final prevention awards in late June and August, and after several discussions with providers in July, we are moving forward with extending current services for an additional five months, effective January 1, 2026, through May 31, 2026.

Attachment B is the sole source checklists for the 57 HIV and STD Prevention Services contracts, MAs, and MAWOs signed by the CEO.

### **CONTRACTING PROCESS**

Since the original award and execution of the 57 referenced contracts, MAs, and MAWOs, they have undergone multiple amendments, including term extensions, adjustments to funding allocations, and revisions to the statements of work and scopes of work.

#### **HTS, CSV, HTS-STD LB, STD-SDTS, STD SHEX-C, and STD IPP**

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

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

Under this Board action, Public Health is requesting approval to extend the term of 25 of the 31 contracts through May 31, 2026, and delegated authority as needed, to extend through December 31, 2026. The remaining six contracts are included in a separate Board action.

#### **HIHP**

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

Under the current Board action, Public Health is requesting approval to extend the term of five of the seven HIHP contracts through May 31, 2026, and delegated authority as needed, to extend through December 31, 2026. The remaining two HIHP contracts are included in a separate Board action.

PHEARP (Previously approved as Promoting Healthcare Engagement Among Targeted Vulnerable Populations)

On October 17, 2023, your Board delegated authority to Public Health to extend eight PHEARP contracts from July 1, 2024, through June 30, 2025. In addition, on June 17, 2025, your Board delegated authority to Public Health to further extend the contracts through December 31, 2025. However, due to low contractor performance, three contracts were not extended beyond June 30, 2025.

Under this Board action, Public Health is requesting approval to extend the term of five PHEARP contracts through May 31, 2026, and delegated authority, as needed, to extend through December 31, 2026.

BHP

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

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

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

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

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

Under this Board action, Public Health is requesting approval to extend the term of 11 BHP MAs and 11 BHP MAWOs through May 31, 2026, and delegated authority, as needed, to extend through December 31, 2026. The remaining BHP MA and BHP MAWO are included in a separate Board action.

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

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

The Honorable Board of Supervisors  
December 2, 2025  
Page 8

Respectfully submitted,

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

BF:vt  
#08423

Enclosures

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

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

ATTACHMENT A

No.	Contractor Name	Contract No.	Extended Term Annual Maximum Obligation 1/1/26- 5/31/26	Service Planning Area (SPA) Served	Supervisory District Served
<b>HIV TESTING (HTS) - STOREFRONT (STF)</b>					
1	Bienestar Human Services, Inc.	PH-004097	\$ 85,556	2, 3, 4, 6, & 7	1, 2, & 3
2	Charles R. Drew University of Medicine & Science	PH-004098	\$ 85,556	6	2
3	Children's Hospital of Los Angeles	PH-004099	\$ 67,130	4, 6, & 8	1, 2, & 3
4	East Valley Community Health Center, Inc.	PH-004101	\$ 102,222	3	1
5	El Proyecto del Barrio, Inc.	PH-004102	\$ 85,556	2	3
6	JWCH Institute, Inc.	PH-004104	\$ 89,879	1, 4, & 7	1, 4, & 5
7	Los Angeles LGBT Center	PH-004106	\$ 116,530	4	1 & 3
8	The Wall Las Memorias Project	PH-004110	\$ 85,556	4 & 8	1 & 4
9	Venice Family Clinic	PH-004111	\$ 48,577	5	3
<b>TOTAL HTS - STF = 9</b>			<b>\$ 766,561</b>		
<b>HTS- SOCIAL AND SEXUAL NETWORKS (SSN)</b>					
10	Bienestar Human Services, Inc.	PH-004114	\$ 44,444	2, 3, 4, 6, & 8	1, 2, 3, & 4
11	Charles R. Drew University of Medicine & Science	PH-004115	\$ 55,556	4 & 6	1 & 2
12	Los Angeles LGBT Center	PH-004121	\$ 81,481	4	3
13	Realistic Education in Action Coalition to Foster Health d.b.a. REACH LA	PH-004122	\$ 44,444	4	1
14	St. John's Community Health ( formerly St. John's Well Child & Family Center	PH-004123	\$ 50,976	6	2
<b>TOTAL HTS - SSN = 5</b>			<b>\$ 276,901</b>		
<b>HIV TESTING &amp; SYPHILIS TESTING IN COMMERCIAL SEX VENUES (CSV)</b>					
15	JWCH Institute, Inc.	PH-004125	\$ 66,667	2 & 4	1, 2, 3, 4 & 5
<b>TOTAL HTS - CSV = 1</b>			<b>\$ 66,667</b>		
<b>COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT IN THE CITY OF LONG BEACH (HIV/STD-LB)</b>					
16	One in Long Beach, d.b.a. The Center	PH-003781	\$ 88,889	8	4
<b>TOTAL HIV/STD-LB = 1</b>			<b>\$ 88,889</b>		

## SOLE SOURCE CHECKLIST FOR HIV TESTING SERVICES (STOREFRONT) CONTRACTS

**Contracts:**

1. Bienestar Human Services, Inc. PH-004097  
 2. Charles R. Drew University PH-004098  
 3. Children's Hospital of Los Angeles PH-004099

4. East Valley Community Health Center, Inc. PH-004101  
 5. El Proyecto del Barrio, Inc. PH-004102  
 6. JWCH Institute, Inc. PH-004104  
 7. LA LGBT Center, PH-004106  
 8. The Wall Las Memorias Project PH-004110  
 9. Venice Family Clinic PH-004111

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

New Sole Source Contract

☐ Sole Source Amendment to Existing Contract

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

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input checked="" type="checkbox"/> ❖	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

*Ray Young* for Erika Bonilla

Chief Executive Office

Date

# SOLE SOURCE CHECKLIST FOR HIV TESTING SERVICES (SOCIAL AND SEXUAL NETWORK CONTRACTS

**Contracts:**

10. Bienestar Human  
Services, Inc. PH-004114  
11. Charles R. Drew University  
PH-004115  
12. LA LGBT Center  
PH-004121

13. Reach LA PH-004122  
14. St. John's Community Health  
PH-004123

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

New Sole Source Contract

☐ Sole Source Amendment to Existing Contract

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

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> Identify applicable justification and provide documentation for each checked item.
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*Ray Young* for Erika Bonilla

Chief Executive Office

Date

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

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

**Contract**

15. JWCH Institute, Inc. PH-004125

New Sole Source Contract

☐ Sole Source Amendment to Existing Contract

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

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Ray Young for Erika Bonilla

Chief Executive Office

\_\_\_\_\_  
Date

# SOLE SOURCE CHECKLIST FOR COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT IN THE CITY OF LONG BEACH CONTRACTS

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

**Contracts:**

16. One in Long Beach dba The Center  
PH-003781

New Sole Source Contract

☐ Sole Source Amendment to Existing Contract

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

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> Identify applicable justification and provide documentation for each checked item.
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*Ray Young* for Erika Bonilla

Chief Executive Office

\_\_\_\_\_ Date



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

**Contracts:**

17. Central City Community  
Health Center, Inc. PH-004128  
18. Children's Hospital of Los  
Angeles PH-004129  
19. JWCH Institute, Inc.  
PH-004131

20. LA LGBT Center PH-004132  
21. Northeast Valley Health  
Corporation PH-004133  
22. Watts Healthcare Corporation  
PH-004135

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

New Sole Source Contract

☐ Sole Source Amendment to Existing Contract

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

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Ray Young for Erika Bonilla

Chief Executive Office

\_\_\_\_\_  
Date

# SOLE SOURCE CHECKLIST FOR SEXUAL HEALTH EXPRESS CLINIC SERVICES CONTRACTS

**Contracts:**

23. APLA Health & Wellness PH-004156  
24. Men's Health Foundation PH-004158

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

New Sole Source Contract

☐ Sole Source Amendment to Existing Contract

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

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	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input checked="" type="checkbox"/> ❖	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

*Ray Young* for Erika Bonilla

Chief Executive Office

Date

## SOLE SOURCE CHECKLIST FOR STD INFERTILITY PREVENTION PROJECT CONTRACT

Contract:

25. Essential Access Health PH-000749

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

New Sole Source Contract

☐ Sole Source Amendment to Existing Contract

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

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input checked="" type="checkbox"/> ❖	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
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Ray Young for Erika Bonilla

Chief Executive Office

 \_\_\_\_\_  
Date

## SOLE SOURCE CHECKLIST FOR HIGH-IMPACT HIV PREVENTION SERVICES CONTRACTS

**Contracts:**

- 26. APLA Health & Wellness PH-001026
- 27. Asian American Drug Abuse Program PH-001027
- 28. Being Alive People w/HIV/AIDS Coalition PH-001028
- 29. Bienestar Human Services, Inc. PH-001029
- 30. East Los Angeles Women's Center PH-001035

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

New Sole Source Contract

☐ Sole Source Amendment to Existing Contract

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

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input checked="" type="checkbox"/> ❖	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

*Ray Young* for Erika Bonilla

\_\_\_\_\_  
Chief Executive Office

\_\_\_\_\_  
Date

# SOLE SOURCE CHECKLIST FOR BIOMEDICAL HIV PREVENTION MASTER AGREEMENTS

**Master Agreements:**

- |   |  |
|---|--|
| 31. APLA Health & Wellness PH-003079<br>32. Children's Hospital Los Angeles PH-003081<br>33. City of Long Beach PH-003082<br>34. Dignity Health PH-003083<br>35. JWCH Institute, Inc. PH-003084<br>36. LA LGBT Center PH-003085 | 37. Men's Health Foundation PH-003078<br>38. Northeast Valley Health Corporation PH-003086<br>39. St. John's Community Health PH-003087<br>40. Via Care Community Health Center - PH-003898<br>41. Watts Health Care Corporation PH-003973 |
|---|--|

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

New Sole Source Contract

☐ Sole Source Amendment to Existing Contract

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

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input checked="" type="checkbox"/> ❖	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
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*Ray Young* for Erika Bonilla

\_\_\_\_\_  
Chief Executive Office

\_\_\_\_\_  
Date

# SOLE SOURCE CHECKLIST FOR BIOMEDICAL HIV PREVENTION MASTER AGREEMENT WORK ORDERS

**MAWOs:**

42. APLA Health & Wellness PH-003079-W3  
 43. Children's Hospital Los Angeles PH-003081-W3  
 44. City of Long Beach PH-003082-W3  
 45. Dignity Health PH-003083-W3  
 46. JWCH Institute, Inc. PH-003084-W3  
 47. LA LGBT Center PH-003085-W3

48. Men's Health Foundation  
 PH-003078-W3  
 49. Northeast Valley Health  
 Corporation PH-003086-W2  
 50. St. John's Community Health  
 PH-003087-W2  
 51. Via Care Community Health  
 Center - PH-003898-W2  
 52. Watts Health Care Corporation  
 PH-003973-W2

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

New Sole Source Contract

☐ Sole Source Amendment to Existing Contract

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

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input checked="" type="checkbox"/> ❖	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

*Ray Young* for Erika Bonilla

\_\_\_\_\_  
Chief Executive Office

\_\_\_\_\_  
Date

# SOLE SOURCE CHECKLIST FOR PROMOTING HEALCARE ENGAGEMENT AMONG AT-RISK POPULATIONS

Contracts:

53. Bienestar Human Services, Inc. PH-003440  
 54. In the Meantimes Men's Group, Inc. PH-003438  
 55. Los Angeles LGBT Center PH-003437  
 56. Los Angeles LGBT Center PH-003441  
 57. Men's Health Foundation PH-003439

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

New Sole Source Contract

☐ Sole Source Amendment to Existing Contract

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

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input checked="" type="checkbox"/> ❖	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

*Ray Young* for Erika Bonilla

\_\_\_\_\_  
Chief Executive Office

\_\_\_\_\_  
Date

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

Paragraph	TABLE OF CONTENTS	Page
3.	Description of Services.....	2
4.	Term of Contract .....	2
5.	Maximum Obligation of County.....	2
6.	Invoices and Payment.....	3
87.	Campaign Contribution Prohibition Following Final Decision in Contract.....	
	Proceeding.....	3

**STANDARD EXHIBITS**

- Exhibit B-8 – Scope of Work
- Exhibit C - Schedules X and X, Budget
- Exhibit N.X-Notice of Federal Subaward Information



PH-00XXX

Amendment No. \_\_\_\_

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

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

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

and AGENCY NAME  
(hereafter "Contractor").

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

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

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

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

WHEREAS, the County has been allocated funds from the federal Centers for Disease Control and Prevention (CDC), Strengthening STD Prevention and Control for Health Departments (STD PCHD), Assistance Listing Number 93.977, California Department of Public Health STI Prevention and Collaboration Agreement Number 24-STI110, and the Tobacco Settlement, of which, a portion has been allocated to the Contract;

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

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

NOW THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
AGENCY NAME  
Contractor

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

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

Title \_\_\_\_\_

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

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

BL#08423



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

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

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

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

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

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

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED.X

Site # X of X

- 1 Agency Name: AGENCY NAME \_\_\_\_\_
- 2 Executive Director: \_\_\_\_\_
- 3 Address of Service Delivery Site: \_\_\_\_\_  
\_\_\_\_\_
- 4 In which Service Planning Area is the service delivery site?
- |                                 |                                |
|---------------------------------|--------------------------------|
| _____ One: Antelope Valley      | _____ Two: San Fernando Valley |
| _____ Three: San Gabriel Valley | _____ Four: Metro Los Angeles  |
| _____ Five: West Los Angeles    | _____ Six: South Los Angeles   |
| _____ Seven: East Los Angeles   | _____ Eight: South Bay         |
- 5 In which Supervisorial District is the service delivery site?
- |                                 |                                |
|---------------------------------|--------------------------------|
| _____ One: Supervisor Solis     | _____ Two: Supervisor Mitchell |
| _____ Three: Supervisor Horvath | _____ Four: Supervisor Hahn    |
| _____ Five: Supervisor Barger   |                                |
- 6 Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site? X%



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

**TABLE OF CONTENTS**

<u>Paragraph</u>	<u>Page</u>
1. Term .....	
2. Description of Services	
4. Maximum Obligation of County.....	
5. Compensation .....	
9. Confidentiality.....	
71. Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.	

**STANDARD EXHIBITS**

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

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

Amendment No. \_\_\_\_

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

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

and AGENCY NAME  
(hereafter "Contractor").

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

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution.
2. Paragraph 1, TERM, first paragraph, is deleted in its entirety and replaced as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
AGENCY NAME  
Contractor

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

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

Title \_\_\_\_\_

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

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

BL#08423

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

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

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

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

1. Agency Name: \_\_\_\_\_
2. Executive Director: \_\_\_\_\_
3. Address of Service Delivery Site: \_\_\_\_\_
4. In which Service Planning Area is the service delivery site?
 

_____ One: Antelope Valley _____ Three: San Gabriel Valley _____ Five: West Los Angeles _____ Seven: East Los Angeles	_____ Two: San Fernando Valley _____ Four: Metro Los Angeles _____ Six: South Los Angeles _____ Eight: South Bay
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5. In which Supervisorial District is the service delivery site?
 

_____ One: Supervisor Solis _____ Three: Supervisor Horvath _____ Five: Supervisor Barger	_____ Two: Supervisor Mitchell _____ Four: Supervisor Hahn
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6. What percentage of your allocation is designated to this site?    %

Master Agreement Number: PH-0030XX

Work Order Number: PH-0030xx-Wx

Amendment Number X

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

AGENCY NAME

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

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

AGENCY NAME  
(hereafter "Contractor").

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

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

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

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

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

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

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

MAWO PH-00XXX-WX-X



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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
(AGENCY NAME)  
Contractor

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

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

Title \_\_\_\_\_

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

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

BL#08423

## SCOPE OF WORK

## Biomedical HIV Prevention Navigation Services (BHPNS)

Period: January 1, 2026 through May 31, 2026

(Contractor Name)

Objective: Provide BHPNS to X clients

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

## DHSP BIOMEDICAL HIV PREVENTION SERVICES

\*Indicates protocols, interventions, education materials, program forms, etc., that may require prior approval from DHSP before use. Material Requirements can be found at:

<http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm>

## SCOPE OF WORK

## Biomedical HIV Prevention Navigation Services (BHPNS)

Period: January 1, 2026 through May 31, 2026

(Contractor Name)

Objective: Provide BHPNS to X clients

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

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## SCOPE OF WORK

## Biomedical HIV Prevention Navigation Services (BHPNS)

Period: January 1, 2026 through May 31, 2026

(Contractor Name)

Objective: Provide BHPNS to X clients

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

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**SCOPE OF WORK****Biomedical HIV Prevention Navigation Services (BHPNS)****Period: January 1, 2026 through May 31, 2026****(Contractor Name)****Objective:** Provide BHPNS to X clients

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

**DHSP BIOMEDICAL HIV PREVENTION SERVICES**

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## SCOPE OF WORK

## Biomedical HIV Prevention Navigation Services (BHPNS)

Period: January 1, 2026 through May 31, 2026

(Contractor Name)

Objective: Provide BHPNS to X clients

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

## DHSP BIOMEDICAL HIV PREVENTION SERVICES

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## SCOPE OF WORK

## Biomedical HIV Prevention Navigation Services (BHPNS)

Period: January 1, 2026 through May 31, 2026

(Contractor Name)

Objective: Provide BHPNS to X clients

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

## DHSP BIOMEDICAL HIV PREVENTION SERVICES

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**SCOPE OF WORK****Post-exposure Prophylaxis (PEP) Services****Period: January 1, 2026 through May 31, 2026****(Contractor Name)****Objective:** Provide PEP services to X clients **(why annually if this is only a five-month SOW?)**

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

**SCOPE OF WORK****Post-exposure Prophylaxis (PEP) Services****Period: January 1, 2026 through May 31, 2026****(Contractor Name)****Objective:** Provide PEP services to X clients **(why annually if this is only a five-month SOW?)**

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

**SCOPE OF WORK****Post-exposure Prophylaxis (PEP) Services****Period: January 1, 2026 through May 31, 2026****(Contractor Name)****Objective:** Provide PEP services to X clients **(why annually if this is only a five-month SOW?)**

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
		Creatinine, pregnancy (if applicable) - PEP education regarding risks and benefits, signs of acute HIV, adherence - Assess potential need for PEP - Risk screening, substance use and mental health needs assessment - Provide referrals if necessary - Provide a PEP starter pack if medication cannot be obtained in a timely manner using insurance or MAP - Assess potential need for PrEP in the future	Summary of clinical assessment of clients need during medical visit will be included in report to DHSP collected as part of reporting requirements.
7	Conduct initial non-medical visit for PEP services.	- PEP education regarding adherence, missed dose protocols, side effects, symptoms of seroconversion* - Schedule follow-up phone calls, appointment reminders - Referral to services based on needs assessment such as substance use treatment and mental health services. - Provide PrEP education* - Follow-up phone calls, appointment reminders	Documentation in the client's chart must clearly indicate a non-medical visit was conducted. Client's chart must clearly indicate what elements were discussed with the client and any phone calls that were made to reach the client. Any referral linkage to services must also be clearly detailed in the client's chart.  Summary of information conducted during non-medical visit will be included in report to DHSP collected as part of reporting requirements.
8	Provide STD treatment services.	- Include brief visits for STD treatment (after positive screening) if needed between follow-up appointments	Documentation in the client's chart must clearly indicate a medical visit was conducted. Key elements of the medical visit must be clearly documented in the client's chart.

**SCOPE OF WORK****Post-exposure Prophylaxis (PEP) Services****Period: January 1, 2026 through May 31, 2026****(Contractor Name)****Objective:** Provide PEP services to X clients **(why annually if this is only a five-month SOW?)**

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

**SCOPE OF WORK****Post-exposure Prophylaxis (PEP) Services****Period: January 1, 2026 through May 31, 2026****(Contractor Name)****Objective:** Provide PEP services to X clients **(why annually if this is only a five-month SOW?)**

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

**BIOMEDICAL HIV PREVENTION SERVICES**

**ATTACHMENT C**

**BUDGET (SCHEDULES)**

**Schedules 1-16**

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

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

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

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

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

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

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

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

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

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

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

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

## SCHEDULE C-15

### AGENCY NAME

### BIOMEDICAL HIV PREVENTION SERVICES

### BHPNS (NDMC Realignment)

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

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



**SCHEDULE C-16**

**AGENCY NAME**

**BIOMEDICAL HIV PREVENTION SERVICES  
(PEP)**

**(NDMC Realignment)**

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

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

Contract No. PH-0034xx

**AMENDMENT TO  
DEPARTMENT OF PUBLIC HEALTH  
PROMOTING HEALTH CARE ENGAGEMENT AMONG AT RISK POPULATIONS AT  
RISK FOR OR LIVING WITH HIV AND STDs SERVICES  
CONTRACT WITH (AGENCY NAME)**

Paragraph	TABLE OF CONTENTS	Page
3.	Description of Services.....	3
4.	Term of Contract	
5.	Maximum Obligation of County.....	2
9.	Confidentiality.....	
89.	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.....	3

**STANDARD EXHIBITS**

- Exhibit B-X- Scope of Work**
- Exhibit C- X Budgets**
- Exhibit N- Notice of Federal Subaward Information**

**DEPARTMENT OF PUBLIC HEALTH  
PROMOTING HEALTH CARE ENGAGEMENT AMONG VULNERABLE TARGET  
POPULATIONS AT RISK FOR OR LIVING WITH HIV AND STDs SERVICES  
CONTRACT**

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

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

and AGENCY NAME  
(hereafter "Contractor").

WHEREAS, reference is made to the document entitled "PROMOTING HEALTH CARE ENGAGEMENT AMONG VULNERABLE TARGET POPULATIONS AT RISK FOR OR LIVING WITH HIV AND STDs SERVICES CONTRACT", dated November 14, 2017, now referred to as, PROMOTING HEALTHCARE ENGAGEMENT AMONG AT-RISK POPULATIONS FOR HIV AND STDs CONTRACT, and further identified as Contract No. PH-0034XX, and any amendments thereto (all hereafter "Contract"); and

WHEREAS, on December 2, 2025, the County Board of Supervisors authorized the Director of the Department of Public Health (Public Health), or designee, to execute amendments to the Contract to extend the term and make other updates, as necessary; and

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

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

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

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

NOW THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution.

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

“D. Federal Award Information for this Contract is detailed in Exhibit M and M.1, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference.”

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

“The term of this Contract is effective November 14, 2017 and will continue in full force and effect through May 31, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract.”

4. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, Subparagraph M is added to read as follows:

“M. For the period of January 1, 2026 through May 31, 2026, the maximum obligation of County for all services provided hereunder will not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_), as set forth in Exhibit C, Schedule \_\_, attached hereto and incorporated herein by reference. Such maximum obligation is comprised of CDC HHIPS funds.

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

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

6. Paragraph 89, Campaign Contribution Prohibition Following Final Decision in Contract Proceeding, is deleted in its entirety and replaced to read as follows:

“89. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING:

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

contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.”

7. Exhibit C, Schedules \_\_, \_\_ and \_\_, BUDGET(S) FOR PROMOTING HEALTH CARE ENGAGEMENT AMONG AT RISK POPULATIONS AT RISK FOR OR LIVING WITH HIV AND STDs SERVICES, attached hereto and incorporated herein by reference, is/are added to the Contract.

8. Exhibits B-\_\_, B-\_\_, B-\_\_, Scopes of Work FOR PROMOTING HEALTH CARE ENGAGEMENT AMONG AT-RISK POPULATIONS AT RISK FOR OR LIVING WITH HIV AND STDs SERVICES, attached hereto and incorporated by reference, is/are added to the Contract.

9. Exhibit M.1, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference, is added to the Contract.

10. Attachment 1-Revised.X. SERVICE DELIVERY SITE QUESTIONNAIRE, TABLE 1, attached hereto and incorporated herein by reference, is added to the Contract.

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

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
AGENCY NAME  
Contractor

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

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

Title \_\_\_\_\_

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

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

BL#08423

Attachment 1-Revised.x

AGENCY NAME

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 1

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

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

- One: Antelope Valley

Two: San Fernando Valley

Three: San Gabriel Valley

Four: Metro Los Angeles

Five: West Los Angeles

Six: South Los Angeles

Seven: East Los Angeles

Eight: South Bay

5. In which Supervisorial District is the service delivery site?

- One: Supervisor Solis

Two: Supervisor Mitchell

Three: Supervisor Horvath

Four: Supervisor Hahn

Five: Supervisor Barger

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

***EXHIBIT B SCOPES OF WORK***

*\*will be tailored for each agency, then attached here*



**SCHEDULE \_****AGENCY NAME****PROMOTING HEALTH CARE ENGAGEMENT AMONG AT-RISK TARGET  
POPULATIONS AT RISK FOR OR LIVING WITH HIV AND STDs**

Budget Period  
January 1, 2026  
Through  
May 31, 2026

Salaries	\$	0
Employee Benefits	\$	0
Travel	\$	0
Equipment	\$	0
Supplies	\$	0
Other	\$	0
Consultants/Subcontracts	\$	0
Indirect Cost*	\$	0
<b>TOTAL PROGRAM BUDGET</b>	\$	0

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

Master Agreement Number PH-00XXXX

Amendment No. X

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

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

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

and XXXXX  
(hereafter "Contractor").

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

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

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

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

WHEREAS, Contractor warrants that it continues to possess the competence, expertise, and personnel necessary to provide services consistent with the requirements of the Master Agreement and any resultant Master Agreement Work Orders (MAWO) issued thereunder and consistent with the professional standard of care for these services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. This amendment is effective upon on execution.

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

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

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

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

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

“8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS:

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

Additionally, Contractor certifies to the County:

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

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

“8.11 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

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

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

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

“8.17 COUNTY’S QUALITY ASSURANCE PLAN:

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

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

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

“8.23 FORCE MAJEURE:

8.23.1 Neither party will be liable for such party’s failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party’s subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph “as “force majeure events”).

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

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

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

“8.33 NONDISCRIMINATION AND AFFIRMATIVE ACTION:

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

8.33.2 Contractor certifies to the County each of the following:

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

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

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

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

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

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

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

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

"8.42 PUBLIC RECORDS ACT:

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

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

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

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

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



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

“8.51 TERMINATION FOR DEFAULT:

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT V

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
Contractor

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

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

Title \_\_\_\_\_

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

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

#08423

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter☐ Board Memo☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/5/2025	
<b>BOARD MEETING DATE</b>	12/2/2025	
<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>	Request approval to execute amendments to four HIV and STD Prevention Services contracts to extend the term through May 31, 2026, and delegated authority to extend the term up to seven additional months, as needed, through December 31, 2026.	
<b>PROGRAM</b>	Division of HIV and STD Programs (DHSP)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Contracts were previously solicited but the delegated authority to extend has expired. A solicitation was released in December 2024, however, due to funding constraints, completion of solicitation results were paused. Until this process is finalized, Public Health is seeking to extend these services to prevent a lapse in these necessary services.	
<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>	December 31, 2025- all agreements expire	
<b>COST &amp; FUNDING</b>	Total cost: \$681,646	Funding source: Centers for Disease Control and Prevention High Impact HIV Prevention and Surveillance, Tobacco Settlement Funds, California Department of Public Health STI Prevention and Collaboration funds, and Future of Public Health Funds
	TERMS (if applicable): January 1, 2026 through May 31, 2026 and delegated authority to extend through December 31, 2026.	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Los Angeles County (LAC) continues to experience the second largest HIV epidemic in the United States. The prompt identification and treatment of persons with HIV remains a public health priority. Community-based HIV service providers are needed to facilitate access to high quality, client-centered HIV services with the goal of decreasing the impact of HIV in LAC and addressing health disparities and inequities among sub-populations disproportionately impacted by these infections.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Since the original award and execution of the four referenced contracts, the contracts have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to the statement of work and scope of work. To prevent a gap in services, Public Health is requesting to extend these services until the solicitation process is complete.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: (2) Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations. These services are provided to populations in disadvantaged areas and who engage in risky behaviors for HIV and STD.	

<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) . <b>Alliance for Health Integration;</b> reduce health inequities and integrate services across health services and public health to assist client's access to core services including mental health. These services provide HIV testing, STD testing and treatment and linkage to support services such as mental health, substance use services, housing services, etc.
<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>



**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)

**DRAFT**



**BOARD OF SUPERVISORS**

**Hilda L. Solis**  
First District

**Holly J. Mitchell**  
Second District

**Lindsey P. Horvath**  
Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

December 2, 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 FOUR SOLE SOURCE AMENDMENTS TO HIV AND STD  
PREVENTION SERVICES CONTRACTS TO EXTEND THE TERM THROUGH  
MAY 31, 2026  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute amendments to four sole source HIV and STD Prevention Services contracts to extend the term through May 31, 2026, and delegated authority to extend the term up to seven additional months, as needed, through December 31, 2026.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute four sole source amendments, substantially similar to Exhibit I, to four HIV and STD Prevention Services contracts with AIDS Healthcare Foundation (AHF), as identified in Attachment A, that extend the term through May 31, 2026, at a total maximum obligation of \$681,646, 100% funded by Centers for Disease Control and Prevention High Impact HIV Prevention and Surveillance funds (CDC HIHPS), Tobacco Settlement Funds (TSF), California Department of Public Health (CDPH) STI Prevention and Collaboration (STIPC) Agreement Number 24-ST110, and Future of Public Health (FoPH) funds. These sole source

amendments include contracts for the provision of STD Screening, Diagnosis, and Treatment Services (STD-SDTS); STD Sexual Health Express Clinic (SHEx-C) Services; HIV Testing Services (HTS); and Comprehensive HIV and STD Testing and STD Treatment Services in the City of Long Beach (HTS-STD LB).

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contracts that: a) provide an increase or decrease in funding up to 10% above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract budget period; b) allow the rollover of unspent contract funds, if allowable by the grantor; c) allow reallocation of funds between budgets; d) update the statement of work and/or scope of work, as necessary; e) correct errors in the contracts' terms and conditions; and f) extend the term up to seven additional months, as needed, through December 31, 2026, at amounts determined by Public Health, contingent upon the availability of funds and contractor performance, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contracts that authorize modifications to the budget with corresponding modifications to the statement of work and/or scope of work, that are within the same scope of services, as necessary; and/or changes to hours of operation and/or service locations.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate the contracts upon issuing a written notice to the contractor if the contractor fails to perform and/or fully comply with contractual requirements, and terminate the contracts for convenience by providing a 30-calendar day advance written notice to the contractor.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

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

### **HTS and HTS-STD LB Services**

HTS provides HIV testing in storefront locations to individuals at high risk for HIV infection, as well as HIV risk assessment and counseling sessions for clients requiring more intense intervention. HTS-STD LB services target individuals at high risk for HIV and STD infection within the city limits of Long Beach, with a focus on persons with high burden of HIV and STD infections.



### STD-SDTS and STD-SHEX-C Services

STD-SDTS serves individuals at high risk for infection by providing onsite treatment for individuals diagnosed with one or more STD(s), linkage to medical care for individuals diagnosed with HIV infection, Patient-Delivered Partner Therapy (PDPT), and education and referral to appropriate biomedical prevention programs. STD SHEX-C services provide the same STD-SDTS but in an expedited clinic setting designed for expanded services to reach more individuals.

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

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

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

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

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

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

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

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

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

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

### **FISCAL IMPACT/FINANCING**

The total maximum obligation of the recommended HIV and STD Prevention Services amendments is \$681,646, for the period of January 1, 2026, through May 31, 2026, consisting of \$288,788 for STD-SDTS, \$166,667 for STD SHEx-C, \$137,302 for HTS, and \$88,889 for HTS-STD-LB, 100% funded by CDC HIHPS, CDPH STIPC, FoPH and TSF.

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

There is no net County cost associated with this action.

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

County Counsel has reviewed and approved Exhibit I as to form. Attachment A is a list of AHF contracts that are being extended.

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

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

### **CONTRACTING PROCESS**

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

#### **HTS, HTS-STD LB, STD-SDTS, and STD SHEx-C,**

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

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

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

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

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

The Honorable Board of Supervisors  
December 2, 2025  
Page 6

Respectfully submitted,

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

BF:vt  
#08424

Enclosures

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

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

ATTACHMENT A

No.	Contractor Name	Contract No.	Extended Term Obligation 1/1/26- 5/31/26	Annual Maximum	Service Planning Area (SPA) Served	Supervisory District Served
<b>STD, SCREENING, DIAGNOSIS AND TREATMENT SERVICES (STD-STDs)</b>						
1	AIDS Healthcare Foundation	PH-004126	\$	288,788	6	2
<b>TOTAL STD-STDs = 1</b>			<b>\$</b>	<b>288,788</b>		
<b>SEXUAL HEALTH EXPRESS CLINICS (SHEX-C)</b>						
2	AIDS Healthcare Foundation	PH-004155		\$166,667	4	3
<b>TOTAL SHEX-C=1</b>			<b>\$</b>	<b>166,667</b>		
<b>HIV TESTING SERVICES (STOREFRONT)</b>						
3	AIDS Healthcare Foundation	PH-004093	\$	137,302	4	1, 3, & 5
<b>Total HTS-STF = 1</b>			<b>\$</b>	<b>137,302</b>		
<b>COMPREHENSIVE HIV AND STD TESTING AND STD TREATMENT IN THE CITY OF LONG BEACH</b>						
4	AIDS Healthcare Foundation	PH-003778	\$	88,889	8	4
<b>Total HTS-STF = 1</b>			<b>\$</b>	<b>88,889</b>		
<b>GRAND TOTAL</b>				<b>\$681,646</b>		

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

**Contracts:**

1. AIDS Healthcare Foundation  
PH-004126
2. AIDS Healthcare Foundation  
PH-004155
3. AIDS Healthcare Foundation  
PH-004093

4. AIDS Healthcare Foundation  
PH-003778

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

New Sole Source Contract

☐ Sole Source Amendment to Existing Contract

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

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input checked="" type="checkbox"/> ❖	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

*Ray Young* for Erika Bonilla

\_\_\_\_\_  
Chief Executive Office

\_\_\_\_\_  
Date

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

Paragraph	TABLE OF CONTENTS	Page
3.	Description of Services.....	2
4.	Term of Contract .....	2
5.	Maximum Obligation of County.....	2
6.	Invoices and Payment.....	3
87.	Campaign Contribution Prohibition Following Final Decision in Contract.....	
	Proceeding.....	3

**STANDARD EXHIBITS**

Exhibit B-8 – Scope of Work

Exhibit C - Schedules X and X, Budget

Exhibit N.X-Notice of Federal Subaward Information

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

AGENCY NAME  
(hereafter "Contractor").

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



NOW THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
AGENCY NAME  
Contractor

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

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

Title \_\_\_\_\_

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

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

BL#08423



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

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

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

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

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

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

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED.X

Site # X of X

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

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

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

5 In which Supervisorial District is the service delivery site?

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

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter☐ Board Memo☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/5/2025	
<b>BOARD MEETING DATE</b>	12/2/2025	
<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>	Request approval to execute amendments to six HIV and STD Prevention Services contracts, Master Agreement (MA) and Master Agreement Work Order (MAWO) to extend the term through May 31, 2026 and delegated authority to extend the term up to seven additional months, as needed, through December 31, 2026.	
<b>PROGRAM</b>	Division of HIV and STD Programs (DHSP)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Contracts were previously solicited but the delegated authority to extend has expired. A solicitation was released in December 2024, however, due to funding constraints, completion of solicitation results were paused. Until this process is finalized, Public Health is seeking to extend these services to prevent a lapse in these necessary services.	
<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>	December 31, 2025- all agreements expire	
<b>COST &amp; FUNDING</b>	Total cost: \$281,832	Funding source: Centers for Disease Control and Prevention High Impact HIV Prevention and Surveillance, Tobacco Settlement Funds, California Department of Public Health STI Prevention and Collaboration funds, and Future of Public Health Funds
	TERMS (if applicable): January 1, 2026 through May 31 2026 and delegated authority to extend through December 31, 2026.	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Los Angeles County (LAC) continues to experience the second largest HIV epidemic in the United States. The prompt identification and treatment of persons with HIV remains a public health priority. Community-based HIV service providers are needed to facilitate access to high quality, client-centered HIV services with the goal of decreasing the impact of HIV in LAC and addressing health disparities and inequities among sub-populations disproportionately impacted by these infections.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Since the original award and execution, the six referenced contracts/MA/MAWO, have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to the statement of work and scope of work. To prevent a gap in services, Public Health is requesting to extend these services until the solicitation process is complete.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: (2) Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations. These	



	services are provided to populations in disadvantaged areas and who engage in risky behaviors for HIV and STD.
<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) . <b>Alliance for Health Integration</b> ; reduce health inequities and integrate services across health services and public health to assist client's access to core services including mental health. These services provide HIV testing, STD testing and treatment and linkage to support services such as mental health, substance use services, housing services, etc.
<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>



**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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**DRAFT**



**BOARD OF SUPERVISORS**

**Hilda L. Solis**  
First District

**Holly J. Mitchell**  
Second District

**Lindsey P. Horvath**  
Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

December 2, 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 SIX SOLE SOURCE AMENDMENTS TO HIV AND STD  
PREVENTION SERVICES AGREEMENTS TO EXTEND THE TERM THROUGH  
MAY 31, 2026  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute amendments to six sole source HIV and STD Prevention Services agreements to extend the term through May 31, 2026, and delegated authority to extend the term up to seven additional months, as needed, through December 31, 2026.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute six sole source amendments, substantially similar to Exhibits I, II, III, and IV to six HIV and STD Prevention agreements with Tarzana Treatment Centers, Inc. (TTC) as identified in Attachment A, that extend the term through May 31, 2026, at a total maximum obligation of \$281,832, 100% funded by Centers for Disease Control and Prevention High Impact HIV Prevention and Surveillance funds (CDC HIHPS), Tobacco Settlement Funds (TSF), California Department of Public Health (CDPH) STI Prevention and Collaboration (STIPC) Agreement Number 24-ST110, and Future of Public Health (FoPH) funds. These sole source

amendments include four contracts for the provision of HIV Testing Services (HTS); STD Screening, Diagnosis, and Treatment Services (STD-SDTS); and High Impact HIV Prevention (HIHP), one Master Agreement (MA) for Biomedical HIV Prevention (BHP), and one Master Agreement Work Order (MAWO) for BHP Services.

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the agreements that: a) provide an increase or decrease in funding up to 10% above or below the annual base maximum obligation; effective upon amendment execution or at the beginning of the applicable contract budget period; b) allow the rollover of unspent contract funds, if allowable by the grantor; c) allow reallocation of funds between budgets; d) update the statement of work and/or scope of work, as necessary; e) correct errors in the agreements' terms and conditions; and/or f) extend the term up to seven additional months, as needed, through December 31, 2026, at amounts determined by Public Health, contingent upon the availability of funds and contractor performance, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the agreements that authorize modifications to the budget with corresponding modifications to the statement of work and/or scope of work, that are within the same scope of services, as necessary; and/or changes to hours of operation and/or service locations.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate the agreements upon issuing a written notice to the contractor if contractor fails to perform and/or fully comply with contract requirements and terminate agreements for convenience by providing a 30-calendar day advance written notice to the contractor.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

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

### **HTS Services**

HTS provides HIV testing in storefront locations to individuals at high risk for HIV infection, as well as HIV risk assessment and counseling sessions for clients requiring more intense intervention. HTS also provides social and sexual network-based HIV testing to individuals at high risk for HIV infection by enlisting HIV-positive or HIV-negative high-risk persons

from the community who are able and willing to recruit individuals at risk for HIV infection from their social, sexual, or drug-using networks.

#### HIHP Services

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

#### STD-STDs Services

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

#### BHP Services

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

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

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

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

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

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

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

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

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

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

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

### **FISCAL IMPACT/FINANCING**

The total maximum obligation of the recommended HIV and STD Prevention Services amendments as detailed in Attachment A is \$281,832, for the period of January 1, 2026, through May 31, 2026, consisting of \$123,565 for HTS, \$40,000 for STD-STDS, \$51,600 for HIHP, and \$66,667 for BHP, 100% funded by CDC HIHPS, CDPH STIPC, FoPH, and TSF.

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

There is no net County cost associated with this action.

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

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

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

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

### **CONTRACTING PROCESS**

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

#### **HTS and STD-SDTS**

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

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

Under this Board action, Public Health is requesting approval to extend the term of the two contracts through May 31, 2026, and delegated authority as needed, to extend through

December 31, 2026. The remaining HTS and STD-SDTS contracts are being recommended for approval under separate Board actions.

#### HIHP

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

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

#### BHP

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

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

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

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

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

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

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

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

Respectfully submitted,

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

BF:vt  
#8425

Enclosures

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



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

ATTACHMENT A

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

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

**Contracts:**

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

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

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

New Sole Source Contract

☐ Sole Source Amendment to Existing Contract

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

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input checked="" type="checkbox"/> ❖	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

*Ray Young* for Erika Bonilla

Chief Executive Office

\_\_\_\_\_ Date

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

Paragraph	TABLE OF CONTENTS	Page
3.	Description of Services.....	2
4.	Term of Contract .....	2
5.	Maximum Obligation of County.....	2
6.	Invoices and Payment.....	3
87.	Campaign Contribution Prohibition Following Final Decision in Contract.....	
	Proceeding.....	3

STANDARD EXHIBITS

- Exhibit B-8 – Scope of Work
- Exhibit C - Schedules X and X, Budget
- Exhibit N.X-Notice of Federal Subaward Information

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

NOW THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
AGENCY NAME  
Contractor

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

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

Title \_\_\_\_\_

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

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

BL#08423





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

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

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

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

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

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

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED.X

Site # X of X

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

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

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

5 In which Supervisorial District is the service delivery site?

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

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

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

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<u>Paragraph</u>	<u>Page</u>
1. Term .....	
2. Description of Services	
4. Maximum Obligation of County.....	
5. Compensation .....	
9. Confidentiality.....	
71. Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.	

**STANDARD EXHIBITS**

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

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

Amendment No. \_\_\_\_

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

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

and AGENCY NAME  
(hereafter "Contractor").

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

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment is effective upon execution.
2. Paragraph 1, TERM, first paragraph, is deleted in its entirety and replaced as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
AGENCY NAME  
Contractor

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

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

Title \_\_\_\_\_

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

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

BL#08423



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

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

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

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

1. Agency Name: \_\_\_\_\_
2. Executive Director: \_\_\_\_\_
3. Address of Service Delivery Site: \_\_\_\_\_

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

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

5. In which Supervisorial District is the service delivery site?

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

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

Master Agreement Number: PH-0030XX

Work Order Number: PH-0030xx-Wx

Amendment Number X

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

AGENCY NAME

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

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

AGENCY NAME  
(hereafter "Contractor").

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

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

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

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

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

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

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

MAWO PH-00XXX-WX-X

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
(AGENCY NAME)  
Contractor

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

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

Title \_\_\_\_\_

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

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

BL#08423

## SCOPE OF WORK

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

(Contractor Name)

**Objective:** Provide BHPNS to X clients

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

DHSP BIOMEDICAL HIV PREVENTION SERVICES

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

## SCOPE OF WORK

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

(Contractor Name)

**Objective:** Provide BHPNS to X clients

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

DHSP BIOMEDICAL HIV PREVENTION SERVICES

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**SCOPE OF WORK**

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

(Contractor Name)

**Objective:** Provide BHPNS to X clients

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

DHSP BIOMEDICAL HIV PREVENTION SERVICES

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

**SCOPE OF WORK**

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

(Contractor Name)

**Objective:** Provide BHPNS to X clients

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

DHSP BIOMEDICAL HIV PREVENTION SERVICES

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

## SCOPE OF WORK

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

(Contractor Name)

**Objective:** Provide BHPNS to X clients

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

DHSP BIOMEDICAL HIV PREVENTION SERVICES

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

## SCOPE OF WORK

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

(Contractor Name)

Objective: Provide BHPNS to X clients

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

DHSP BIOMEDICAL HIV PREVENTION SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**BIOMEDICAL HIV PREVENTION SERVICES**

**ATTACHMENT C**

**BUDGET (SCHEDULES)**

**Schedules 1-16**

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

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

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

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

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

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

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

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

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

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

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

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

**SCHEDULE C-15**

**AGENCY NAME**

**BIOMEDICAL HIV PREVENTION SERVICES**

**BHPNS  
(NDMC Realignment)**

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

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

**SCHEDULE C-16**

**AGENCY NAME**

**BIOMEDICAL HIV PREVENTION SERVICES  
(PEP)**

**(NDMC Realignment)**

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

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

Master Agreement Number PH-00XXXX

Amendment No. X

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

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

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

and XXXXX  
(hereafter "Contractor").

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

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

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

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

WHEREAS, Contractor warrants that it continues to possess the competence, expertise, and personnel necessary to provide services consistent with the requirements of the Master Agreement and any resultant Master Agreement Work Orders (MAWO) issued thereunder and consistent with the professional standard of care for these services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. This amendment is effective upon on execution.

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

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

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

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

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

“8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS:

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

Additionally, Contractor certifies to the County:

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

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

“8.11 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

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

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

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

“8.17 COUNTY’S QUALITY ASSURANCE PLAN:

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

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

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

“8.23 FORCE MAJEURE:

8.23.1 Neither party will be liable for such party’s failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party’s subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph “as “force majeure events”).

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

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



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

“8.33 NONDISCRIMINATION AND AFFIRMATIVE ACTION:

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

8.33.2 Contractor certifies to the County each of the following:

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

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

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

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

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

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

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

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

"8.42 PUBLIC RECORDS ACT:

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

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

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

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

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

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

“8.51 TERMINATION FOR DEFAULT:

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

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

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

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

## EXHIBIT IV

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

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

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

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

### "8.73 INJURY AND ILLNESS PREVENTION PROGRAM:

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

## EXHIBIT IV

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

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EXHIBIT IV

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
Contractor

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

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

Title \_\_\_\_\_

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

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

#08423

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/5/2025		
<b>BOARD MEETING DATE</b>	12/2/2025		
<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 Continuum of Care Facility 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
<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>DEADLINES/ TIME CONSTRAINTS</b>	The recommendations are urgent as there has been an increased need for mental health services throughout the communities of Los Angeles County.		
<b>COST &amp; FUNDING</b>	Total cost: \$130,345,000	Funding source: Capital Project No. 6A029 Behavioral Health Continuum Infrastructure Program and 2011 Realignment Mental Health funding.	
	TERMS (if applicable): N/A		
	Explanation: N/A		
<b>PURPOSE OF REQUEST</b>	Certify the Addendum to the previously certified Final Environmental Impact Report for the Olive View-UCLA Medical Center Campus Master Plan, approve the proposed Capital Project and budget, and authorize Public Works to execute a Design-Build contract and consultant service agreements to pay stipends.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The project will include construction of a 3-story, approximately 61,000-square-foot building to provide a total of 48 beds for Mental Health Reconciliation Programs at the OV-UCLA Medical Center Campus.  Construction is anticipated to begin in April 2026 and be completed in October 2027.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A		
<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: This project supports Board Priority No. 2, Health Integration/Alliance for Health Integration, by investing in healthcare facilities that will streamline and integrate access to high-quality services, and No. 7, Sustainability, by investing in County buildings to 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

IN REPLY PLEASE  
REFER TO FILE:

December 2, 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:

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
OLIVE VIEW-UCLA MEDICAL CENTER  
CONTINUUM OF CARE FACILITY  
CERTIFY ENVIRONMENTAL IMPACT REPORT ADDENDUM  
ESTABLISH AND APPROVE CAPITAL PROJECT AND BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
AWARD DESIGN-BUILD CONTRACT  
SPECS. 7968; CAPITAL PROJECT NO. 6A029  
FISCAL YEAR 2025-26  
(SUPERVISORIAL DISTRICT 3)  
(4-VOTES)**

### **SUBJECT**

Public Works is seeking Board approval to certify the Addendum to the previously certified Final Environmental Impact Report for the Olive View-UCLA Medical Center Campus Master Plan; approve the capital project, budget, and associated appropriation adjustment; and authorize Public Works to award and execute the Design-Build contract and consultant services agreements for the Olive View-UCLA Medical Center Continuum of Care project.

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

1. Certify that Addendum No. 1 to the County's previously certified Final Environmental Impact Report for the Olive View-UCLA Medical Center Campus Master Plan has been completed in compliance with the California Environmental

Quality Act and reflects the independent judgement and analysis of the County; find that the Board has reviewed and considered the information contained in Addendum No. 1 and Final Environmental Impact Report, prior to approving the proposed refinements to the Olive View-UCLA Medical Center Continuum of Care Facility project.

2. Find that the proposed Olive View-UCLA Medical Center Continuum of Care Facility and other related recommended actions herein are within the scope of the environmental impacts analyzed in the County's previously certified Final Environmental Impact Report and subsequently approved Addendum No. 1 for the Olive View-UCLA Medical Center Campus Master Plan.
3. Establish and approve the Olive View-UCLA Medical Center Continuum of Care Facility project, Capital Project No. 6A029, with a total project budget of \$130,345,000.
4. Approve an appropriation adjustment in the amount of \$130,345,000, funded by the Behavioral Health Continuum Infrastructure Program grant and the 10 percent match funded with 2011 Realignment Mental Health from the Department of Mental Health for the proposed project.
5. Find that The PENTA Building Group, LLC is the responsive and reasonable proposer that submitted the best value proposal for design and construction of the Olive View-UCLA Medical Center Continuum of Care Facility project.
6. Award and authorize the Director of Public Works or his designee to execute a Design-Build contract with The PENTA Building Group, LLC for the design and construction of the Olive View-UCLA Medical Center Continuum of Care Facility project for a not-to-exceed contract amount of \$79,000,000 plus a \$7,370,000 design completion allowance for a not-to-exceed maximum contract sum of \$86,370,000.
7. Authorize the Director of Public Works or his designee, with concurrence of the Chief Executive Office, to exercise control over the design completion allowance, including the authority to reallocate the design completion allowance into the contract amount, as appropriate, in accordance with the project specifications.
8. Delegate authority to the Director of Public Works or his designee to execute consultant services agreements for a stipend amount of \$100,000 each to Kemp Bros. Construction, Inc., and McCarthy Building Companies, Inc., the second and third highest ranked qualified proposers, enabling the County to use all design and construction ideas and concepts included in the proposals.

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

The purpose of the recommended actions is to certify the Addendum for the Olive View-UCLA (OV-UCLA) Medical Center Continuum of Care Facility (CCF) project to the previously certified Final Environmental Impact Report (FEIR) and subsequently approved Addendum for the OV-UCLA Medical Center Campus Master Plan; establish and approve the project and budget; and award and authorize Public Works to execute consultant services agreements for stipends and a Design-Build (D-B) contract.

### **Background**

The OV-UCLA Medical Center CCF would provide a secure environment for those vulnerable individuals with serious mental illnesses that require the highest level of care. These beds would address a critical need in the County's continuum of care and will allow the Department of Mental Health to facilitate placements of conserved individuals from acute psychiatric hospitals, state hospitals, and jails, as well as individuals served by the Office of Diversion and Reentry. The completion of the CCF and the advent of the associated services would contribute to the full continuum of care at the OV-UCLA Medical Center Campus.

The proposed project would be constructed within an existing 4-acre lot located on the west side of the OV-UCLA Medical Center Campus. The project would consist of construction of a 3-story, approximately 61,000-square-foot building to provide three Mental Health Rehabilitation Center programs. Each of the three programs, Mental Health Rehabilitation Center, Psychiatric Health Facility, and Social Rehabilitation Facility, will include 16 beds for a total of 48 beds.

The proposed project will provide a limited amount of on-site surface parking designated for the CCF building. Subsequent additional parking facilities would be included in the negotiations with the developer for potential future campus development.

If approved, the construction of the proposed project is anticipated to begin in April 2026 and will be substantially completed in October 2027.

### **Design-Build Contract Award and Design Completion Allowance**

The proposed project will be delivered through the D-B project delivery method. The recommended D-B contract is for a maximum contract sum of \$86,370,000 and includes a \$7,370,000 design completion allowance. The design completion allowance is reserved for changes required by jurisdictional agencies and other unanticipated design issues.

The inclusion of the design completion allowance would facilitate the design decision process and minimize potential delays that could occur with design issues.

#### Consultant Services Agreement

Upon the Board's approval, the second and third highest ranked, qualifying D-B proposers for the project will be paid a stipend of \$100,000 each pursuant to the consultant services agreement, which affords the County the right to use the information and ideas submitted by the proposers.

#### **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; North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal A, Strategy iii, Behavioral, Department of Mental Health, and Substance Use Disorder, by providing services and facilities to specifically support the well-being of individuals, families, and vulnerable populations experiencing crisis; 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 of Los Angeles County.

#### **FISCAL IMPACT/FINANCING**

The project budget for the OV-UCLA Medical Center CCF project is \$130,345,000, including construction, change order contingency, plans and specifications, permit fees, consultant services, inspection services, Civic Arts Allowance, and County services. The project schedule and budget summary are included in Enclosure A.

Funding sources for the project budget of \$130,345,000 will consist of \$118,495,000 Behavioral Health Continuum Infrastructure Program, Round 1 and County match fund of \$11,850,000 funded by 2011 Realignment Mental Health to fully fund the project. The appropriation adjustment is detailed in Enclosure B.

### Operating Budget Impact

Following completion of the project, Department of Mental Health will fund fixed furniture and equipment, low-voltage and one-time start up and operating, and associated maintenance costs through its operating budget. Appropriation will be requested through the annual budget process.

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

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

In accordance with the Board's Civic Art Policy, amended on August 4, 2020, the proposed project budget includes 1 percent of the eligible design and construction costs in the amount of \$850,000 to be allocated towards Civic Art.

In accordance with the Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will require that at least 30 percent of the total California construction labor hours be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project would also include a jobs coordinator who would facilitate the implementation of the policy's targeted hiring requirements.

Effective June 7, 2023, the Countywide Community Workforce Agreement (CWA) applies to projects with an estimated construction contract value of \$5,000,000 or greater. Therefore, CWA will apply to this project. The contractor and all subcontractors must comply with all terms and conditions of the CWA, which among other things, increases work opportunities for those seeking to start a new career in the construction industry and promotes the hiring of underrepresented individuals for the project.

In accordance with the County's Energy and Environmental Policy amended by the Board on December 20, 2016, the proposed project will be designed and constructed to achieve the United States Green Building Council Leadership in Energy and Environmental Design Gold level certification by incorporating sustainable design features to optimize energy and water use efficiency, enhance the sustainability of the site, improve indoor environmental quality, and maximize the use and reuse of sustainable and local resources.

### **ENVIRONMENTAL DOCUMENTATION**

The FEIR was certified by the County as lead agency under California Environmental Quality Act (CEQA) and a Master Plan for OV-UCLA Medical Center and was approved

by the Board on October 15, 2019. Findings of Fact and a Statement of Overriding Consideration, as well as a Mitigation Monitoring and Reporting Program, were adopted. The approved Master Plan studied a proposed plan that is divided into zones to provide for flexibility but controlled development and adaptive reuse of key areas.

The construction of the OV-UCLA Medical Center CCF project included in the 2025 Master Plan Revision and the related recommended actions herein are within the impacts analyzed in the previously certified FEIR and subsequent Addendum No. 1 for the OV-UCLA Medical Center Campus Master Plan. The 2025 Master Plan Revision described in the Addendum No. 1 analyzed the implementation of the CCF with additional detail that was not available at the certification of the FEIR and found that it was within the assumptions analyzed in the previously certified FEIR and have been reviewed by the County to be compliant with Sections 15162, 15163, and 15164 of the CEQA Guidelines. The analysis contained in Addendum No. 1 confirms that there are no significant impacts to the revised project or to the circumstances under which it will be undertaken that require further findings under CEQA. The Statement of Overriding Consideration, Findings of Fact, and Mitigation Monitoring and Reporting Program will continue to apply to the project.

The location of the documents and other materials constituting the record upon which the Board's decision is based on this matter is found at Public Works, Project Management Division I, 900 South Fremont Avenue, 5th Floor, Alhambra, CA 91803. The custodian of records is the Division Head of Project Management Division I.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Determination with the Registrar-Recorder/County Clerk and with the State 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**

The D-B procurement was conducted in accordance with the D-B policy adopted by the Board on June 4, 2016, and pursuant to the requirements of California Public Contract Code Section 22164.

On May 29, 2025, Public Works issued the Request for Proposals (RFP) for D-B services. This contract opportunity was advertised on the County's "Doing Business with the County" and Public Works "Do Business with Public Works" websites and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *San Gabriel Valley Tribune*, *Long Beach Press Telegram*, *Daily Breeze*, *The Signal*, *World*

*Journal* (Chinese Daily News), *Pasadena Star News*, and *Santa Monica Daily Press*. Also, Public Works informed 1,680 Local Small Business Enterprises, 135 Social Enterprises, 179 Disabled Veteran Business Enterprises, 1,210 Community Business Enterprises, and 1,385 Community-Based Organizations about this business opportunity. The Department of Economic Opportunity informed 285 clients with the North American Industry Classification System codes. Public Works advertised the RFP in a weekly e-mail newsletter with over 32,000 subscribers.

On July 3, 2025, a total of seven prequalification questionnaires were received for evaluation. The prequalification questionnaires were reviewed by an evaluation committee consisting of representatives from the Chief Executive Office, Department of Mental Health, and Public Works. Based on the review and evaluation of the prequalification questionnaires, three firms were determined to be prequalified, shortlisted, and invited to submit technical and cost proposals.

On September 25, 2025, the three shortlisted D-B firms submitted technical and cost proposals for evaluation. The proposals were evaluated based on technical design and construction expertise, proposed delivery plan, proposed work plan, schedule, life cycle cost, Countywide CWA Compliance, Local and Targeted Worker Hiring Program, and D-B team personnel and organization. These evaluations were completed without regard to race, creed, color, or gender. All three technical proposals met the intent, program, and base scope of work as defined in the final scoping documents. The PENTA Building Group, LLC was found to have submitted the best value D-B proposal in accordance with the evaluation criteria stated in the RFP. The PENTA Building Group, LLC Community Business Enterprises participation data and three-year contracting history with the County are on file with Public Works.

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

Approval of the recommended actions is not expected to have an adverse impact on the OV-UCLA Medical Center Campus. All patient care services on the campus will remain fully operational during construction.

The Honorable Board of Supervisors  
December 2, 2025  
Page 8

**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:GT:cg

c: Arts and Culture (Civic Art Division)  
Auditor-Controller  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office, Board of Supervisors  
Mental Health



**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
OLIVE VIEW-UCLA MEDICAL CENTER  
CONTINUUM OF CARE FACILITY  
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SPECS. 7968; CAPITAL PROJECT NO. 6A029  
FISCAL YEAR 2025-26  
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(4-VOTES)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	March 2026
Jurisdictional Approvals	April 2026
Construction Start	April 2026
Substantial Completion	October 2027
Final Acceptance	November 2027

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Budget</b>
Hard Costs	
Construction (Design-Build)	\$ 79,000,000
Contingency	\$ 21,919,000
Design Completion Allowance	\$ 7,370,000
Stipend	\$ 200,000
<b>Construction Subtotal</b>	<b>\$108,489,000</b>
Civic Art	\$ 850,000
<b>Hard Costs Subtotal</b>	<b>\$109,339,000</b>
Soft Costs	
Plans and Specifications (Scoping)	\$ 1,000,000
Consultant Services	\$ 1,680,000
Miscellaneous Expenditures	\$ 140,000
Jurisdictional Review/Plan Check/Permit	\$ 3,060,000
County Services	\$ 15,126,000
<b>Soft Costs Subtotal</b>	<b>\$ 21,006,000</b>
<b>TOTAL</b>	<b>\$130,345,000</b>

**ENCLOSURE B**  
December 2, 2025

**CONSTRUCTION CONTRACT  
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**PENDING APPROPRIATION  
ADJUSTMENT**