



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

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

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

**RITA SINGHAL, M.D., M.P.H.**  
Acting Director, Disease Control Bureau

**MARIO J. PÉREZ, M.P.H.**  
Director, Division of HIV and STD Programs

600 South Commonwealth Avenue, 10th Floor  
Los Angeles, CA 90005  
TEL (213) 351-8001 • FAX (213) 387-0912

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

July 23, 2021

Kelly Colopy, Director, Dept. of Health & Human Services  
City of Long Beach Department of Health & Human Services  
2525 Grand Avenue  
Long Beach, California 90815

**33960**

Dear Ms. Colopy:

**FULLY EXECUTED CONTRACT: CONTRACT NO. PH-002900, HIV/AIDS BENEFITS SPECIALTY SERVICES**

Enclosed is your agency’s fully executed contract amendment, Contract No. PH-002900-7. This is the contract between the County of Los Angeles and City of Long Beach Department of Health & Human Services for HIV/AIDS Benefits Specialty Services to extend the contract for the term effective April 1, 2021 through March 31, 2022. Please note all applicable performance requirements as stipulated in this document.

If you have any questions regarding your contract, please contact Mariana Khachatryan of my staff, at [mkhachatryan@ph.lacounty.gov](mailto:mkhachatryan@ph.lacounty.gov).

Very truly yours,

*Monique Collins*

Monique Collins, M.P.H., Chief  
Contract Administration

MC:vr

R:\CAD\Contract Development and Processing\Development of Contracts\2021\Care Year 31 Extension\Fully Executed\BSS\CLB\CLB BSS Yr 31 Extension FE Letter.docx

Enclosure

ec: Thomas B. Modica (CLB)  
Paulina Zamudio

Linda F. Tatum (CLB)  
Chron (CAD)

Sine Yohannes



BOARD OF SUPERVISORS

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**DEPARTMENT OF PUBLIC HEALTH  
HIV/AIDS BENEFITS SPECIALTY SERVICES CONTRACT**

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**DEPARTMENT OF PUBLIC HEALTH  
HIV/AIDS BENEFITS SPECIALTY SERVICES CONTRACT**

Amendment No. 7

THIS AMENDMENT is made and entered into this 22 day  
of July, 2021

by and between

COUNTY OF LOS ANGELES  
(hereafter "County")

and

CITY OF LONG BEACH DEPARTMENT  
OF HEALTH & HUMAN SERVICES  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) BENEFITS SPECIALTY SERVICES", dated April 1, 2015, and further identified as Contract No. PH-002900, and any Amendments thereto (all hereafter "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, on February 4, 2020, the Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute amendments to the Agreement to extend the term and make other updates, as necessary; and

WHEREAS, this Contract is funded by the U.S. Department of Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic Assistance (CFDA) Number 93.914; which is authorized by the Ryan White Comprehensive AIDS

Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds; and

WHEREAS, it is the intent of the parties hereto to amend Contract to extend the term for the period of April 1, 2021 through March 31, 2022, for the continued provision of benefit specialty services, and make other hereafter designated changes, including updating certain terms and provisions and amending exhibits and schedules to update the statement of work and budget(s); and

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

NOW THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective upon execution.
2. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, shall be

deleted in its entirety and replaced as follows:

2. DESCRIPTION OF SERVICES:

"A. Contractor shall provide services in the manner described in Exhibits A, A.1, A.2, A.3, A.4 and A.5 Statement of Work, attached hereto and incorporated herein by reference."

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

3. TERM OF CONTRACT:

"The term of this Contract shall be effective April 1, 2015 and shall continue in full force and effect through March 31, 2022 unless sooner terminated or extended, in whole or in part, as provided in this Contract."

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraph J, shall be added to read as follows:

4. MAXIMUM OBLIGATION OF COUNTY:

“J. Effective April 1, 2021 through March 31, 2022, the maximum obligation of County for all services provided hereunder shall not exceed one hundred twenty-seven thousand, five hundred thirty-two dollars (\$127,532), as set forth in Exhibit C, Schedule 7, attached hereto and incorporated herein by reference.”

5. Paragraph 15, RECORD RETENTION AND AUDITS, shall be deleted in its entirety and replaced as follows:

"15. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall 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 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

<http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance.

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

(i) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(ii) A General Ledger.

(iii) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(iv) Personnel records which show the percentage of

time worked providing service claimed under this Contract. Such records shall 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.

(v) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall 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 this Contract.

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 shall be retained by Contractor at a location within

Los Angeles County during the term of this Contract and for a minimum period of seven (7) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar 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, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If, following termination of this



Contract, Contractor's facility is closed 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.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the DPH Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that the Agreement is in effect. The audit shall be in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall 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 shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30)

days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

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

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall 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 duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost 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 shall provide for such access to the subcontract, books, documents, and records of the Subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

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

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30)

calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall 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 County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

H. 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 County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean 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" shall mean 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, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, 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 County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

(4) In no event shall County be required to pay Contractor for units of services 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 are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of

contract upon which Director may suspend or County may immediately terminate this Contract.”

5. Paragraph 17A, CONTRACTOR'S CHARITABLE ACTIVITIES

COMPLIANCE, shall be deleted in its entirety and replaced as follows:

“17A. 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” increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).”

6. Paragraph 31 of the ADDITIONAL PROVISIONS, COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM, Subparagraph A, shall be deleted in its entirety and replaced as follows:

"A. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit L, attached hereto and incorporated by reference.

7. Paragraph 42, of the ADDITIONAL PROVISIONS, FACSIMILE REPRESENTATION, shall be deleted and replaced as follows:

42. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS:

“This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to ALTERATIONS AND TERMS/AMENDMENTS Paragraph and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.”

8. Paragraph 69 of the ADDITIONAL PROVISIONS, TERMINATION FOR GRATUITIES, AND/OR IMPROPER CONSIDERATION, shall be deleted in its entirety and replaced as follows:

"69. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION: The County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or

making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>.

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

9. Paragraph 85, CHILD/ELDER ABUSE/FRAUD REPORT, of Additional

Provisions shall be added to read as follows:

85. CHILD/ELDER ABUSE/FRAUD REPORT

"A. Contractor's mandated reporting staff working on this Contract that are subject to California Penal Code (PC) Section 11164 et seq. shall comply with the reporting requirements described in PC Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these aforementioned Code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.



B. Child abuse reports shall 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.

C. Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code (WIC), Section 15600 et seq. shall comply with the reporting requirements described in W&IC Section 15600 et seq. and shall 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 working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

D. Elder abuse reports shall be made by telephone to the Department of Community and Senior Services Workforce Development, Aging, and Community Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.

E. Contractor staff working on this Contract shall 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."

10. Exhibit A.5, AMENDMENT TO STATEMENT OF WORK FOR HIV/AIDS BENEFITS SPECIALTY SERVICES, shall be added to the Agreement as shown in the document attached hereto and incorporated herein by reference.



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

Barbara Ferrer

By Barbara Ferrer (Jul 22, 2021 18:27 PDT)  
Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

CITY OF LONG BEACH DEPARTMENT OF HEALTH & HUMAN SERVICES

Contractor

By Linda F. Tatum  
Signature

LINDA F. TATUM

Printed Name

Title ASST. CITY MANAGER

(AFFIX CORPORATE SEAL)

EXECUTED PURSUANT TO SECTION 301 OF

THE CITY CHARTER

APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY COUNSEL  
RODRIGO A. CASTRO-SILVA  
County Counsel

APPROVED AS TO FORM  
June 10, 20 21

CHARLES PARKIN City Attorney

APPROVED AS TO CONTRACT ADMINISTRATION:

By Taylor M. Anderson  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

Department of Public Health

Karen Buehler

By Karen Buehler (Jul 22, 2021 13:03 PDT)  
Contracts and Grants Division Management

DA#05693

DHSP BSS PH-002900-7

**EXHIBIT A.5**

**CITY OF LONG BEACH DEPARTMENT OF HEALTH & HUMAN SERVICES**

**AMENDMENT TO STATEMENT OF WORK FOR  
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
BENEFITS SPECIALTY SERVICES**

1. Exhibit A.4, Paragraph 3, COUNTY'S MAXIMUM OBLIGATION,

Subparagraph G, shall be added to read as follows:

3. COUNTY'S MAXIMUM OBLIGATION:

"G. During the period of April 1, 2021, through March 31, 2022, the maximum obligation of County for all services provided hereunder shall not exceed one hundred twenty-seven thousand, five hundred thirty-two dollars (\$127,532)."

2. Exhibit A.4, Paragraph 4, COMPENSATION, shall be deleted in its entirety and replaced as follows:

"4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost(s) as set forth in Schedule 7, and the INVOICES AND PAYMENT Paragraph of the Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

3. Exhibit A.4, Paragraph 8, SERVICES TO BE PROVIDED, Subparagraphs S, T, and U, shall be added to read as follows:

8. SERVICES TO BE PROVIDED:

"S. Contractor shall provide benefits specialty services to a

minimum of one hundred sixty-two (162) clients for the period of April 1, 2021, through March 31, 2022."

"T. Contractor shall provide a minimum of one thousand, three hundred sixty-nine (1,369) benefits specialty service hours for the period of April 1, 2021, through March 31, 2022."

"U. Contractor shall provide a minimum of two (2) orientation/workshop sessions for the period of April 1, 2021, through March 31, 2022."

**CITY OF LONG BEACH DEPARTMENT OF HEALTH & HUMAN SERVICES**

**CONTRACT GOALS AND OBJECTIVES**

**TABLE 2**

**April 1, 2021 through March 31, 2022**

Annual Number of Benefits Specialty Contract Goals and Objective by Service Delivery Site(s). Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

<b>Contract Goals and Objectives</b>	<b>Benefits Specialty Services</b>		
<b>Service Site</b>	<b>No. of Clients</b>	<b>No. of Hours</b>	<b>No. of Benefit Orientation workshops</b>
Site # 1 2525 Grand Avenue, Suite 115, Long Beach, CA 90815	162	1,369	2
<b>Totals</b>	<b>162</b>	<b>1,369</b>	<b>2</b>

**EXHIBIT C**  
**SCHEDULE 7**  
**CITY OF LONG BEACH**  
**HIV/AIDS BENEFITS SPECIALTY SERVICES**

	<u>Budget Period</u> April 1, 2021 Through <u>March 31, 2022</u>
Salaries	\$ 75,803
Employee Benefits	\$ 50,204
Travel	\$ 332
Equipment	\$ 0
Supplies	\$ 1,193
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 127,532

During the term of this Contract, 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 shall 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.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)