

**33184**

Contract No. PH-002508

**DEPARTMENT OF PUBLIC HEALTH  
CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND  
RETENTION SERVICES**

Amendment No. 13

THIS AMENDMENT is made and entered into this 8<sup>th</sup> day  
of January, 2019,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

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

WHEREAS, reference is made to that certain document entitled "Children's Health Outreach, Enrollment, Utilization and Retention Services", dated June 4, 2013, and further identified as Contract No. PH-02508, and any Amendments thereto (all hereafter "Contract"); and

WHEREAS, County has been allocated additional funding from the California Department of Public Health, California Tobacco Control Program (CDPH/CTCP) to support County's Tobacco Control and Prevention Program cessation efforts by screening families and children for tobacco use and exposure to secondhand smoke; and

WHEREAS, on May 29, 2018, the Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute amendments to the Contract; and

WHEREAS, it is the intent of the parties hereto to amend Contract to increase the maximum obligation of County, 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.

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to incorporate screening for tobacco use and exposure to secondhand smoke, and referring to cessation services during community outreach and education process activities under this Contract; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective date of execution.
2. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, shall be deleted in its entirety and replaced as follows:

“A. Contractor shall provide services in the manner described in Exhibits A.3, A.4, A.5.1, A.6, and A.7 (Statements of Work), and Exhibits B-1, B-2.1, B-3.2, B-4, B-5, B-6.1, B-8, and B-9, (Scopes of Work), attached hereto and incorporated herein by reference.”

3. Subparagraph J of Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, shall be deleted in its entirety and replaced as follows:

“J. Effective July 1, 2018 through June 30, 2019, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Seventy-Four Thousand, Seven Hundred Forty-Nine Dollars (\$174,749). Of this amount, One Hundred Fifty-Eight Thousand, Eight Hundred Sixty-Three Dollars (\$158,863) is allocated for the DHCS MAA services for the period July 1, 2018 through June 30, 2019, as set forth in Exhibit C-11, and Fifteen Thousand, Eight Hundred Eighty-Six Dollars (\$15,886) is allocated for Tobacco Prevention services for the period

January 8, 2019 through June 30, 2019 as set forth in Exhibit C-12, attached hereto and incorporated herein by reference."

4. Paragraph 11, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, of the ADDITIONAL PROVISIONS, shall be deleted in its entirety and replaced as follows:

"A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall 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 General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV and the Department of Workforce Development, Aging and Community Services at BSERVICES@WDACS.LACOUNTY.GOV to obtain a list of qualified and DPSS will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority as defined in Paragraph 9, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-

EMPLOYMENT LIST OR COUNTY EMPLOYEE'S RIGHT OF FIRST  
REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT."

5. Paragraph 13, CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S  
COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, of the ADDITIONAL  
PROVISIONS, shall be deleted in its entirety and replaced as follows:

"The Contractor acknowledges that the County places a high priority  
on the implementation of the Safely Surrendered Baby Law. The  
Contractor understands that it is the County's policy to encourage all  
County Contractors to voluntarily post the County's "Safely Surrendered  
Baby Law" poster in a prominent position at the Contractor's place of  
business. The Contractor will also encourage its Subcontractors, if any, to  
post this poster in a prominent position in the Subcontractor's place of  
business. Information on how to receive the poster can be found on the  
Internet at [www.babysafela.org](http://www.babysafela.org)."

6. Paragraph 15, COUNTY'S QUALITY ASSURANCE PLAN, of the  
ADDITIONAL PROVISIONS, shall be deleted in its entirety and replaced as follows:

"County or its agent will monitor the Contractor's performance under  
this Contract on not less than an annual basis. Such monitoring will include  
assessing Contractor's compliance with all Contract terms and performance  
standards. Contractor deficiencies which County determines are significant  
or continuing and that may place performance of the Contract in jeopardy if  
not corrected will be reported to the Board of Supervisors and listed in the  
appropriate Contractor performance database. The report to the Board will

include improvement/corrective action measures taken by County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

7. Paragraph 48, TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION, of the ADDITIONAL PROVISIONS, shall be deleted in its entirety and replaced as follows:

"48. TERMINATION FOR IMPROPER CONSIDERATION

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.)"

8. Paragraph 64, COMPLIANCE WITH THE COUNTY POLICY OF EQUITY, shall be added to the ADDITIONAL PROVISIONS to read as follows:

"64. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY:

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

9. Paragraph 65, DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER, shall be added to the ADDITIONAL PROVISIONS to read as follows:

"65. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

A. 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 shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. The Contractor shall 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.

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

D. At any time during the duration of the agreement/contract a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in

consultation with the contracting department(s), shall decide whether to approve exemption requests.”

10. Exhibit A-7, Statement of Work, Tobacco Prevention Services, shall be attached hereto and incorporated herein by reference.

11. Exhibit B-9, Scope of Work, Tobacco Prevention Services, shall be attached hereto and incorporated herein by reference.

12. Exhibit C-12, Budget, Tobacco Prevention Services, shall be attached hereto and incorporated herein by reference.

13. Except for the changes set forth hereinabove, all terms and conditions of the Contract shall 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, or designee, and Contractor has caused this Amendment to be subscribed 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

CITY OF LONG BEACH DEPARTMENT OF  
HEALTH AND HUMAN SERVICES

Contractor

By   
Signature

Patrick H. West

Printed Name

Title City Manager

(AFFIX CORPORATE SEAL)

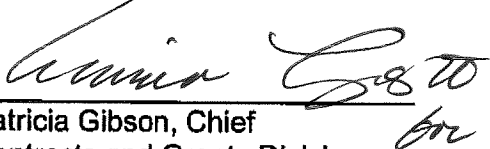
Tom Modica  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
MARY C. WICKHAM  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By   
Patricia Gibson, Chief  
Contracts and Grants Division

DA#04524

**CITY OF LONG BEACH DEPARTMENT OF HEALTH AND HUMAN SERVICES****STATEMENT OF WORK****Children's Health Outreach, Enrollment, Utilization and Retention (CHOEUR) Services****TOBACCO PREVENTION SERVICES****Term: January 8, 2019 – June 30, 2019****1. DEFINITION**

Children's Health Outreach, Enrollment, Utilization and Retention (CHOEUR) are comprehensive programs that: develop and utilize a variety of techniques for health coverage outreach and enrollment; provide individual assessments of health coverage eligibility; develop and utilize a variety of techniques to reduce barriers to health coverage enrollment and utilization of benefits; and implement strategies to support health coverage retention. The delivery format of such programs may include, but is not limited to: community outreach and education, presentations, enrollment events, eligibility assessment, application assistance, enrollment verification, utilization assistance and assistance with redetermination.

**2. PERSONS TO BE SERVED**

- A. CHOEUR services shall be provided in Los Angeles County.
- B. Contractor shall provide services to uninsured children, families and individuals in Los Angeles County who may be eligible for Medi-Cal, Healthy Kids and other no/low-cost health coverage programs (in accordance with Exhibit **B-9**, Scope of Work, attached hereto and incorporated herein by reference).
- C. CHOEUR services shall be provided to individuals who may be eligible for Medi-Cal, Healthy Kids or other no/low-cost health coverage programs who reside in Service Planning Area (SPA) **8** of Los Angeles County.

**3. SERVICE DELIVERY SITE(S)**

Contractor's facility(ies) where services are to be provided hereunder are located at:

2525 Grand Avenue, Long Beach, CA 90815 (Greater Long Beach Area)

For purposes of this Contract, Contractor shall specify specific cross streets and locations for street outreach activities in monthly reports to the Department of Public Health (DPH). Contractor shall request approval from DPH in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

**4. SERVICES TO BE PROVIDED**

- A. Contractor shall provide CHOEUR services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations,

and the terms of this Contract. Additionally, Contractor shall provide such services as described in Exhibit **B-9**, Scope of Work, attached hereto and incorporated herein by reference.

- B. Contractor shall obtain written approval from DPH's authorized designee for all educational materials utilized in association with this Contract prior to its implementation.
- C. Contractor shall develop all publicity materials in a professional manner and submit for approval such materials to DPH at least thirty (30) days prior to the projected date of implementation. For the purposes of this Contract, materials may include, but are not limited to, written educational materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).
- D. Failure of Contractor to abide by this requirement may result in Termination for Default as specified in Paragraph 47 of the ADDITIONAL PROVISIONS of this Contract.
- E. Contractor shall utilize funds received from County for the sole purpose of providing CHOEUR services in accordance with Exhibit **C-12**, Schedule.

#### 5. STAFFING REQUIREMENTS

- A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Contract, staff shall be defined as paid and volunteer individuals providing services as described in Exhibit **B-9**, Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor shall maintain recruitment records, to include, but not be limited to: 1) job description of all positions funded under this Contract; 2) staff résumé(s); 3) appropriate degrees and licenses; and 4) biographical sketch(es) as appropriate.

In accordance with this Contract, if during the term of this Contract an executive director, program director, or a supervisorial position becomes vacant, Contractor shall notify DPH's authorized designee in writing prior to filling said vacancy.

#### 6. STAFF DEVELOPMENT AND TRAINING

Contractor shall conduct ongoing and appropriate staff development and training as described in Exhibit **B-9**, Scope of Work, attached hereto and incorporated herein by reference.

- A. Contractor shall provide and/or allow access to ongoing staff development and training (for) of CHOEUR staff. Staff Development and training shall include, but not be limited to: DPH approved CORE Comprehensive Training for new staff and refresher training every two years thereafter, which includes training on Medi-Cal Programs, and periodic health coverage program reviews and updates.
- B. Contractor shall participate in annual hands-on CHOI online/webinar database

system and forms training.

- C. Contractor shall maintain documentation of staff training in each employee file to include, but, not be limited to: 1) date, time, and location of staff training; 2) name of trainer and title, and training topic(s); 3) certification; 4) and names of attendees and titles.
- D. Contractor shall document training activities in the monthly report to DPH.

## 7. DPH CHOI DATA SYSTEM

Contractor shall enter data on program participants into the DPH Internet-based data tracking and reporting system. "Enter" is defined as: directly entering required data elements into the DPH data system. Contractor/Subcontractor staff using the DPH CHOI data tracking and reporting system will be given a user identification and password to ensure the security of the system and the confidentiality of client records. In the event that an agency staff person terminates employment with the CHOEUR, Contractor/Subcontractor must delete the user account immediately. In the event that an agency staff person at the administrative level terminates employment with the CHOEUR, Contractor must contact DPH immediately so that DPH can delete this administrative account and assign a new administrative account.

## 8. PROPRIETARY CONSIDERATIONS

- A. County and Contractor agree that aggregated, non-identifying client data and other materials and information developed and or modified under this Contract may be used by either Contractor or County both during and subsequent to the term of this Contract.
- B. County and Contractor agree to protect the security of all data, materials, and information developed and or produced under this Contract. Further, County and Contractor agree to use best efforts to protect all such data, materials, and information from loss or damage by any cause, including, but not limited to, fire and theft.

## 9. INVOICES

Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. Monthly invoices are due by the 15<sup>th</sup> calendar day of the following month.

## 10. REPORTS

Subject to the reporting requirements of Paragraph 40, REPORTS, of the ADDITIONAL PROVISIONS of this Contract attached hereto, Contractor shall submit the following report(s):

- A. Monthly Report: Contractor shall generate a monthly report using the DPH data system and submit this monthly report to DPH no later than fifteen (15) days after the end of each calendar month. Monthly reports shall clearly reflect all required

information as specified on the monthly report form provided by DPH or specified report as requested by DPH.

- B. Quarterly Reports: Contractor shall submit to DPH a quarterly report within the time period as directed for each quarter. Quarterly reports shall include all the required information and be completed in the correct format.
- C. Annual Report: Contractor shall submit to DPH an annual report within the time period as directed for each year. Annual reports shall include all the required information and be completed in the correct format.
- D. Any additional reports as required by the Department of Health Care Services Medi-Cal Outreach and Enrollment Grant and/or Tobacco Prevention Services, if applicable.

11. ANNUAL TUBERCULOSIS SCREENING FOR STAFF

Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing face-to-face client services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

12. QUALITY IMPROVEMENT

Contractor shall develop and submit to DPH within ninety (90) days of the execution of this Contract its written Quality Improvement (QI) Plan. The QIP shall describe a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services.

13. MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)

Contractor shall perform Medi-Cal administrative activities on behalf of Los Angeles County to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families. These activities include outreach, facilitating Medi-Cal application, and program planning and policy development. Contractor shall attend mandatory MAA time survey training sessions. Contractor shall complete and submit time surveys and maintain all records to support claim (e.g. CHOI forms, data system printouts, agendas, event summaries, and DPH approved outreach and health education materials) as required by DPH.

Contractor: City of Long Beach  
Contract #: PH-0025-3-13

## Scope of Work

Term: January 8, 2019 – June 30, 2019

**Goal:** To increase access to health care by assisting children, families and individuals in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

**Note:** All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

<u>Agency Name</u>	<u>Numbers</u>
City of Long Beach	161
<b>Total</b>	<b>161</b>

## SCHEDULE

## CITY OF LONG BEACH DEPARTMENT OF HEALTH &amp; HUMAN SERVICES

CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION  
SERVICESTOBACCO PREVENTION SERVICES

Budget Period  
January 8, 2019  
through  
June 30, 2019

Full-Time Salaries	\$	9,184
Employee Benefits @ 61.75%	\$	5,671
Total Full-Time Salaries and Employee Benefits	\$	14,855
Part-Time Salaries	\$	0
Employee Benefits @ %	\$	0
Total Part-Time Salaries and Employee Benefits	\$	0
Total Salaries and Employee Benefits	\$	14,855
Operating Expenses	\$	113
Equipment	\$	0
Rent	\$	0
Subcontracts	\$	0
Indirect Cost @ 10% of Salaries	\$	918
TOTAL PROGRAM BUDGET	\$	15,886