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March 29, 2022

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-002900-8. 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, 2022 through March 31, 2023. 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.

Very truly yours,

Monique Collins

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

MC:mk

R:\CAD\Contract Development and Processing\Development of Contracts\2021\Care Year 32 Extension\Fully Executed\BSS\CLB\CLB BSS Yr 32 Extension FE Letter.docx

Enclosure

cc: Thomas B. Modica (CLB)
Paulina Zamudio

Linda F. Tatum (CLB)
Chron (CAD)

Sine Yohannes

**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. 8

THIS AMENDMENT is made and entered on Mar 29, 2022,

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, this Contract is funded by the U.S. Department of Health and Human Services (hereafter "DHHS"), Assistance Listing 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, on September 21, 2021, the Board delegated authority to the Director of Public Health, or designee, to, and among other delegations, amend various

agreements expiring by March 31, 2022, including this Agreement, to extend their term on a month-to-month basis until the end of the month of the six (6) month anniversary following the date on which the Proclamation of a Local and Public Health Emergency due to COVID-19 (Health Emergency Proclamation) is lifted by the Board; and

WHEREAS, under this authority, it is the intent of the parties hereto to amend the Agreement to extend the term of the Agreement for up to twelve (12) one-month periods, for the period of April 1, 2022 through March 31, 2023, or until six (6) months following the date on which the Health Emergency Proclamation is lifted by the Board, whichever occurs earlier, increase the maximum obligation of the County as the result of the extension, and make other hereafter designated changes, including updating certain terms and provisions and amending exhibits and schedules to update the scope(s) of work and budget(s), for the continued provision of STD Infertility Prevention Project Services; 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 is hereby incorporated into the original Contract, and all of its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.

2. This Amendment shall be effective upon execution for the term effective April 1, 2022 through March 31, 2023.

3. Wherever the term "DPH" is referenced in this Contract, it shall be deemed amended to state "Public Health."

4. Effective of the date of this Amendment, Paragraph 42, COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS, of the ADDITIONAL PROVISIONS, shall be deemed amended to state "Paragraph 41, COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATION", of the ADDITIONAL PROVISIONS.

5. Paragraph 69, TERMINATION FOR GRATUITIES, AND/OR IMPROPER CONSIDERATION, of the ADDITIONAL PROVISIONS, shall be deemed amended to state "Paragraph 68, TERMINATION FOR GRATUITIES, AND/OR IMPROPER CONSIDERATION", of the ADDITIONAL PROVISIONS.

6. 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, A.5 and A.6, Statement of Work, attached hereto and incorporated herein by reference."

7. 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, 2023 or until six (6) months following the date when the Coronavirus Disease 2019 (COVID-19) emergency proclamation is lifted by the Board of Supervisors, whichever occurs earlier, unless sooner terminated or extended, in whole or in part, as provided in this Agreement. In any event, County may terminate this Agreement in accordance

with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

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

4. MAXIMUM OBLIGATION OF COUNTY:

"K Effective April 1, 2022 through March 31, 2023, 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 8, attached hereto and incorporated herein by reference."

5. Paragraph 11, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, shall be deleted in its entirety and replaced as follows:

"11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense, insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. 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 Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. 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 County and its Agents has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than 10 calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall 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 dollars (\$50,000), 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 the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health

Contract Monitoring Unit

5555 Ferguson Drive, 3rd Floor Suite 3031

Commerce, California 90022

Attention: Manager Contract Monitoring Section

Contractor also shall 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 shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall 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. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall 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 Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall 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 shall be provided to 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 the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. 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.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County

maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall 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 to 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 shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall 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.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor 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 shall be designated as an Additional Covered Party under any approved program.

O. 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."

6. Paragraph 12, INSURANCE COVERAGE REQUIREMENTS, shall be deleted in its entirety and replaced as follows:

“12., INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming 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 |

B. 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 shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers Compensation and Employers' Liability: Contractor shall maintain insurance, or qualified self-insurance, satisfying statutory requirements; including Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is: (1) an employee leasing temporary staffing firm; or, (2) a professional employer organization (PEO), coverage also shall 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. Written notice shall be provided to

the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than 3 years following this Contract's expiration, termination or cancellation.

E. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who is alleged to have committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

7. Paragraph 17D, WHISTLEBLOWER PROTECTIONS, Subparagraph A shall be deleted in its entirety and replaced as follows:

"17D. WHISTLEBLOWER PROTECTIONS:

Per federal statute 41 United States Code (U.S.C.) 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."

8. Paragraph 21, NOTICES, Subparagraph A, shall be deleted in its entirety and replaced as follows:

"21. NOTICES:

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Division of HIV and STD Programs
600 S. Commonwealth Ave, 10th Floor
Los Angeles, California 90005
Attention: Project Director
- (2) Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive, 2nd Floor, Suite 210
Commerce, California 90022
Attention: Division Chief

9. Paragraph 23, ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS, shall be deleted in its entirety and replaced as follows:

"23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the county prior to the actual acquisitions/mergers.

B. The Contractor shall not assign, exchange, transfer, or delegate

its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

could pursue in the event of default by Contractor.”

10. Paragraph 80, ENCRYPTION STANDARDS, 1st section, of the ADDITIONAL PROVISIONS, shall be deleted in its entirety and replaced as follows:

“80. DATA ENCRYPTION:

Contractor and any Subcontractor(s) shall comply with the encryption standards set forth below for electronically transmitted or stored personal information (PI), protected health information (PHI) and/or medical information (MI). PI is defined in California Civil Code Section 1798.29(g). PHI is defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(g).”

11. Paragraph 86, COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL shall be added to the ADDITIONAL PROVISIONS to read as follows:

“86. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL:

A. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, “Contractor Personnel”), must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”) prior to (1) interacting in person with County employees, interns, volunteers, and commissioners (“County workforce members”), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact

with the public while performing services under this Contract (collectively, "In-Person Services").

B. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

C. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the California Department of Public Health (CDPH) vaccination

records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

D. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the U.S. Food and Drug Administration (FDA) or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least

weekly, or more frequently as required by County or other applicable law, regulation or order.

2. Wear a mask that is consistent with Center for Disease Control and Prevention (CDC) recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

E. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit M (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.”

12. Exhibit A.6, 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.

13. Exhibit C, Schedule 8, BUDGET(S) FOR HIV/AIDS BENEFITS SPECIALTY SERVICES, attached hereto and incorporated herein by reference, shall be added to the Agreement.

14. Except for the changes set forth hereinabove, Contract shall not be changed in any respect by this Amendment.

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

APPROVED AS TO FORM
March 14, 2022
CHARLES PARKIN City Attorney
By TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

COUNTY OF LOS ANGELES
Barbara Ferrer
By Barbara Ferrer (Mar 29, 2022 15:21 PDT)
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

CITY OF LONG BEACH, DEPARTMENT OF
HEALTH & HUMAN SERVICES
Contractor

By Thomas B. Modica
Signature

Thomas B. Modica EXECUTED PURSUANT
Printed Name TO SECTION 301 OF
THE CITY CHARTER
Title City Manager

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

Lisa Delgadillo
By Lisa Delgadillo (Mar 29, 2022 08:38 PDT)
Contracts and Grants Division Management

#6243:st

EXHIBIT A.6

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.5, Paragraph 3, COUNTY'S MAXIMUM OBLIGATION,

Subparagraph H, shall be added to read as follows:

3. COUNTY'S MAXIMUM OBLIGATION:

"H. During the period of April 1, 2022, through March 31, 2023, 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.5, 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 8, 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, Paragraph 5, SERVICE DELIVERY SITES, 1st Subparagraph, shall be deleted in its entirety and replaced as follows:

"5. SERVICE DELIVERY SITES: Contractor shall provide Benefits Specialty services at the following location(s): 2525 Grand Avenue, Suite 115,

Long Beach, California 90815 and 6335 Myrtle Avenue, Long Beach, California 90805, as shown in Table 1-REVISED.”

4. Exhibit A.2, Paragraph 6, CLIENT/PATIENT ELIGIBILITY, shall be deleted in its entirety and replaced as follows:

“6. CLIENT/PATIENT ELIGIBILITY: Contractor shall be responsible for ensuring that clients meet the following criteria: a) HIV-positive diagnosis, b) verification of Los Angeles County residence, c) verification of income, and d) verification of insurance. Contractor shall ensure verification of client’s eligibility (residency, income, and insurance) is conducted annually and the documentation is maintained in the client’s chart.”

5. Exhibit A.5, Paragraph 8, SERVICES TO BE PROVIDED, Subparagraphs V, W, and X, shall be added to read as follows:

8. SERVICES TO BE PROVIDED:

“V. Contractor shall provide benefits specialty services to a minimum of one hundred sixty-two (162) clients for the period of April 1, 2022, through March 31, 2023.”

“W. Contractor shall provide a minimum of one thousand, four hundred fifty-six (1,456) benefits specialty service hours for the period of April 1, 2022, through March 31, 2023.”

“X. Contractor shall provide a minimum of two (2) orientation/workshop sessions for the period of April 1, 2022, through March 31, 2023.”

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED

Site # 1 of 2

1 Agency Name: City of Long Beach, Department of Health & Human Services
2 Executive Director: Kelly Colopy
3 Address of Service Delivery Site: 2525 Grand Avenue, Suite 115
Long Beach, California 90815

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 X Eight: South Bay

5 In which Supervisorial District is the service delivery site?

 One: Supervisor Solis Two: Supervisor Mitchell
 Three: Supervisor Kuehl X 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? 95%

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1-REVISED

Site # 2 of 2

1 Agency Name: City of Long Beach, Department of Health & Human Services

2 Executive Director: Kelly Colopy

3 Address of Service Delivery Site: 6335 Myrtle Avenue
Long Beach, California 90805

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

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

5 In which Supervisorial District is the service delivery site?

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

6 Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site? 5%

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

CONTRACT GOALS AND OBJECTIVES

TABLE 2

April 1, 2022, through March 31, 2023

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.

| Contract Goals and Objectives | Benefits Specialty Services | | |
|--|------------------------------------|---------------------|---|
| Service Site | No. of Clients | No. of Hours | No. of Benefit Orientation workshops |
| Site # 1 2525 Grand Ave Suite115 | 154 | 1383 | 1 |
| Site # 2 6335 Myrtle Ave | 8 | 73 | 1 |
| Totals | 162 | 1456 | 2 |

EXHIBIT C

SCHEDULE 8

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

HIV/AIDS BENEFITS SPECIALTY SERVICES

| | <u>Budget Period</u> April 1, 2022 Through <u>March 31, 2023</u> |
|-----------------------------|---|
| Salaries | \$ 77,545 |
| Employee Benefits | \$ 48,311 |
| Travel | \$ 332 |
| Equipment | \$ 0 |
| Supplies | \$ 1,344 |
| 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.

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of _____, (the “Contractor”), certify that on County Contract _____ [ENTER CONTRACT NUMBER AND NAME]:

(Signed Form already on file)

____ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.

____ Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature Date

Title

Company/Contractor Name