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April 18, 2023

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-002900-9. 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, 2023 through February 29, 2024. 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

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Enclosure

ec: 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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PH-002900

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

Amendment No. 9

THIS AMENDMENT is made and entered on Apr 18, 2023,

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 "Contract"); and

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

WHEREAS, 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 February 7, 2023, the Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute amendments to the Contract to extend the term; and

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term for one (11) month period of April 1, 2023 through February 29, 2024, 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 statement of work and budget(s), for the continued provision of Benefit Specialty 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, 2023 through February 29, 2024.

3. Exhibit A.6, AMENDMENT TO STATEMENT OF WORK FOR HIV/AIDS BENEFITS SPECIALTY SERVICES, will be amended as shown in the document, Exhibit A.7, attached hereto and incorporated herein by reference.

4. Exhibit C, Schedule 9, BUDGET(S) FOR HIV/AIDS BENEFITS SPECIALTY SERVICES, attached hereto and incorporated herein by reference, will be added to the Contract.

5. Exhibit N, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference, will be added to the Contract.

6. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, will be deleted in its entirety and replaced as follows:

2. DESCRIPTION OF SERVICES:

“A. Contractor will provide services in the manner described in Exhibits A, A.1, A.2, A.3, A.4, A.5, A.6 and A.7 Statement of Work, attached hereto and incorporated herein by reference. In addition, Federal Award Information for this Contract is detailed in Exhibit N, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference.”

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

3. TERM OF CONTRACT:

“The term of this Contract will be effective April 1, 2015 and will continue in full force and effect through February 29, 2024, unless sooner terminated or extended, in whole or part, as provided in this Contract.”

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

4. MAXIMUM OBLIGATION OF COUNTY:

“L. Effective April 1, 2023 through February 29, 2024, the maximum obligation of County for all services provided hereunder will not exceed one hundred twenty-seven thousand, five hundred thirty-two dollars (\$127,532), as set forth in Exhibit C, Schedule 9, attached hereto and incorporated herein by reference.”

9. Paragraph 17G, QUALITY MANAGEMENT, will be deleted in its entirety and replaced as follows:

“17G. CLINICAL QUALITY MANAGEMENT: Contractor shall implement a Clinical Quality Management (CQM) program, (pursuant to Title XXVI of the Public Health Service Act Ryan White HIV/AIDS Program (RWHAP) Parts A – D and the Health Resources and Services Administration (HRSA) RWHAP expectations for clinical quality management programs) that assesses the extent to which the care and services provided are consistent with federal (e.g., U.S. Department of Health and Human Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The CQM program shall at a minimum:

- A. Establish and maintain a CQM program infrastructure including the leadership and accountability of the medical director or executive director of the program;
- B. Collect, analyze and report performance measurement data to guide implementation of quality improvement activities and assess outcomes;
- C. Track client perceptions of their health and the effectiveness of the services received through patient satisfaction surveys;
- D. Involve clients and their input in the CQM program activities to ensure that their needs are being addressed;
- E. Serve as a continuous quality improvement process with direct reporting of data and quality improvement activities to senior leadership and DHSP no less than on an annual basis;

F. Perform an evaluation of the effectiveness of the CQM program on an annual basis; and

G. Aim to improve patient care, health outcomes, and/or patient satisfaction.”

10. Paragraph 17H, QUALITY MANAGEMENT PLAN, will be deleted in its entirety and replaced as follows:

“17H. CLINICAL QUALITY MANAGEMENT PLAN: Contractor shall implement its CQM program based on a written CQM plan. Contractor shall develop one agency-wide CQM plan that encompasses, at a minimum, all HIV/AIDS care services. Contractor shall submit its written CQM plan to DHSP within 60 days of the receipt of this fully executed Contract. The plan shall be reviewed and updated as needed by the agency’s CQM committee, signed by the medical director or executive director and submitted to DHSP. The CQM plan and its implementation may be reviewed by DHSP staff during its onsite program review. The written CQM plan shall at a minimum include the following components:

A. Objectives: CQM plan should delineate specific program goals and objectives that reflect the program’s mission, vision and values.

B. CQM Committee: The plan shall describe the purpose of the CQM committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established Quality Improvement (QI) advisory committee need not create a separate CQM Committee, provided that the existing advisory committee's composition

and activities conform to CQM program objectives and committee requirements.

C. Selection of a QI Approach: The CQM plan shall describe an elected QI approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of CQM Program:

(1) Selection of Performance Measures – Contractor shall describe how performance measures are selected. Contractor shall collect and analyze data for at least one (1) or more performance measure per HRSA RWHAP expectations for clinical quality management programs. Contractor is encouraged to select performance measures from HRSA's HIV/AIDS Bureau of Performance Measure Portfolio (<https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio>). Contractor may request technical assistance from DHSP CQM Program Staff for regarding the selection, development and implementation of performance measures.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys, etc.), and process for implementing data collection tools for measuring performance.

(3) Data Analysis – Contractor shall describe its process for review and analysis of performance measure results monitoring at the CQM committee level. This description shall include how and

when these findings are communicated with all program staff involved and with senior leadership.

(4) Improvement Strategies - Contractor shall describe its CQM committee's process for selecting and implementing quality improvement projects and activities and how these activities are documented and tracked in order to effectively assess progress of improvement efforts from the current year to the next.

E. Participation in Los Angeles Regional Quality Group:

Contractor shall identify a representative to participate in at least two quarterly meetings of the Los Angeles Regional Quality Group (RQG). The RQG is supported and facilitated by DHSP in partnership with the Center for Quality Improvement and Innovation (CQI) and HIVQUAL and provides opportunities for sharing information, best practices and networking with local area HIV/AIDS providers.

F. CQM Contact: Contractor shall identify a contact for all CQM related activities and issues. This person shall serve as point of contact for CQM related matters, requests, announcements and other activities.

G. Client Feedback Process: The CQM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care through patient satisfaction surveys or other mechanism. Feedback shall include the degree to which the service meets client needs and satisfaction. Patient satisfaction survey results and client feedback shall be discussed in the

agency's CQM committee at least annually for continuous program improvement.

H. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data shall be routinely tracked, trended, and reported to the agency's CQM committee for discussion and resolution of quality of care or service issues identified. This information shall be made available to DHSP staff during program reviews.

I. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to DHSP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A written report shall be made to the appropriate licensing authority and to DHSP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events shall include the following:

(a) Any unusual incident and/or sentinel event which threaten the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) The written report shall include the following:

- (a) Patient's name, age, and sex;
- (b) Date and nature of event;
- (c) Disposition of the case;
- (d) Staffing pattern at the time of the incident."

11. Paragraph 17I, QUALITY MANAGEMENT PROGRAM MONITORING, will be deleted in its entirety and replaced as follows:

"17I. PARTICIPATION IN DHSP CQM PROGRAM: In an effort to coordinate and prioritize CQM activities across the eligible metropolitan area (EMA), Contractor is expected to participate in and coordinate CQM program activities with the DHSP CQM program. At a minimum, contractor shall:

- A. Participate in EMA-wide and/or DHSP supported quality improvement activities and initiatives;
- B. Participate in EMA-wide and/or DHSP supported CQM trainings and capacity building activities; and
- C. Submit routing and/or ad-hoc reports of relevant CQM program activities as directed by DHSP."

12. Paragraph 17J, DHSP GRIEVANCE PROGRAM, will be deleted in its entirety and replaced as follows:

"17J. DHSP CUSTOMER SUPPORT PROGRAM:

- A. The DHSP Customer Support Program is established to assist clients in resolving complaints and/or concerns they have about any aspect of their care or service delivery experience at the agency. Clients may choose to inform the Contractor (agency) about their complaints or

concerns however they also have the option to contact DHSP directly to obtain assistance in resolving their complaints and concerns. Clients may contact DHSP's Customer Support Program as follows:

- (1) Customer Service Line (telephone)
- (2) Email
- (3) Mail (postal)
- (4) In person

B. The Customer Support Program is a telephone line that is available to clients receiving services from DHSP funded agencies. The Customer Support line gives individuals an opportunity to voice their complaints or concerns regarding their HIV/AIDS care and services. The Customer Support Line can be utilized by calling 1(800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after-hour calls and calls made during County holidays are forwarded to voice mail and followed-up on within two business days. The Customer Support Line is not intended to respond to emergency or crisis-related concerns.

C. Compliance Resolution Procedures:

(1) Within 10 days of receipt of the complaint, DHSP shall send correspondence to the complainant to acknowledge that DHSP has received the complaint. Within the same timeline, DHSP shall also send correspondence to the Contractor advising that a complaint was received and request to investigate and provide specific information.

(2) Contractor shall have 30 days to respond to DHSP with

its findings and actions based on its investigation of the complaint. Contractor shall work with the DHSP Customer Support staff to address quality of care issues and questions identified as needed to resolve the reported concern. If verified, DHSP Customer Support staff will coordinate with Contractor to implement a plan of corrective actions (POCA) to prevent future incidents of similar nature.

(3) CUSTOMER SERVICE PROGRAM POSTERS:

Customer Service Program posters will be provided to Contractor which contains information about how clients may file a complaint or concern with DHSP. Contractor shall ensure that the posters are visible to clients and are located in areas of the facility used by patients. Contractor shall ensure that staff, as well as clients/patients know the purpose of the DHSP Customer Service Program.

(4) Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representatives are made aware of how to file a complaint with the DHSP Customer Service Program.”

13. Paragraph 18, CONSTRUCTION, will be deleted in its entirety from this Contract.

14. Paragraph 29, COMPLIANCE WITH CIVIL RIGHTS LAW, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

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

Additionally, Contractor certifies to the County:

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

Contractor shall comply with Exhibit D – Contractor's EEO Certification."

15. Paragraph 32, CONSIDERATION OF HIRING GAIN/GROW

PARTICIPANTS, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"32. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position(s). The County will refer GAIN/GROW participants by job category to Contractor. Contractor must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

16. Paragraph 34, CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"34. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at a contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>."

17. Paragraph 36, COUNTY'S QUALITY ASSURANCE PLAN, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"36. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s) will monitor 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 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."

18. Paragraph 44, CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"44. FORCE MAJEURE:

A. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such

party (such events are referred to in this paragraph as "force majeure events").

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

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

19. Paragraph 48, NONDISCRIMINATION IN SERVICES, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"48. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or

political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

B. Contractor certifies to the County each of the following:

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

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

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

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

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

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

H. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its

sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.”

20. Paragraph 49, NONDISCRIMINATION IN EMPLOYMENT, of the ADDITIONAL PROVISIONS, will be deleted in its entirety from this Contract.

21. Paragraph 54, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

“54. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.”

22. Paragraph 57, PUBLIC RECORDS ACT, of the ADDITIONAL PROVISIONS, Subparagraph A, will be amended to read as follows:

“57. PUBLIC RECORDS ACT:

A. Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the

County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921.000 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction."

23. Paragraph 62, SOLICITATION OF BIDS OR PROPOSALS, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"62. PROHIBITION FROM PARTICIPATION IN FUTURE

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

24. Paragraph 67, TERMINATION FOR DEFAULT, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"67. TERMINATION FOR DEFAULT: The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgement of County's Project Director:

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

In the event that the County terminates this Contract in whole or in part as provided hereinabove, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County, for such similar goods and services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes

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

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions hereinabove, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the Paragraph entitled TERMINATION FOR CONVENIENCE, herein.

The rights and remedies of County provided in this Paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.”

25. Paragraph 68, TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

“68. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to the Contractor, immediately terminate the right to Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made to the County manager charged with the supervision of the employee or to the County Auditor Controller's Employee Fraud Hotline at (800) 544-6861.

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

26. Paragraph 73, UNLAWFUL SOLICITATION, of the ADDITIONAL PROVISIONS, will be deleted in its entirety from this Contract.

27. Paragraph 80, DATA ENCRYPTION, of the ADDITIONAL PROVISIONS, will be deleted in its entirety from this Contract.

28. Paragraph 81, COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced to read as follows:

“81. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor, and any subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952.

Contractor’s violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.”

29. Paragraph 87, INJURY AND ILLNESS PREVENTION PROGRAM, will be added to the ADDITIONAL PROVISIONS, to read as follows:

“87. INJURY AND ILLNESS PREVENTION PROGRAM: Contractor will be required to comply with the State of California’s Cal OSHA’s regulations.

California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.”

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

/

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 (Apr 18, 2023 14:58 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

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

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Public Health

Lisa Delgadillo
By Lisa Delgadillo (Apr 18, 2023 11:22 PDT)
Contracts and Grants Division Management

#06850.kg

APPROVED AS TO FORM
April 6, 2023
DAWN MCINTOSH, City Attorney
By Taylor M. Anderson
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

EXHIBIT A. 7

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

Subparagraph I, will be added to read as follows:

3. COUNTY'S MAXIMUM OBLIGATION:

"I. During the period of April 1, 2023 through February 29, 2024, the maximum obligation of County for all services provided hereunder will not exceed one hundred twenty-seven thousand, five hundred thirty-two dollars (\$127,532)."

2. Exhibit A.6, Paragraph 4, COMPENSATION, will 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 9, 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.6, Paragraph 5, SERVICE DELIVERY SITES, 1st Subparagraph, will be deleted in its entirety and replaced as follows:

"5. SERVICE DELIVERY SITES: Contractor will 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.”

4. Exhibit A.6, Paragraph 8, SERVICES TO BE PROVIDED, Subparagraphs Y, Z, and AA, will be added to read as follows:

8. SERVICES TO BE PROVIDED:

“Y. Contractor will provide benefits specialty services to a minimum of one hundred forty-nine (149) clients for the period of April 1, 2023 through February 29, 2024.

Z. Contractor will provide a minimum of one thousand, three hundred thirty-five (1,335) benefits specialty service hours for the period of April 1, 2023 through February 29, 2024.

AA. Contractor will provide a minimum of two (2) orientation/workshop sessions for the period of April 1, 2023 through February 29, 2024.”

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 Horvath 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?

- | | |
|--|--|
| <input type="checkbox"/> One: Antelope Valley | <input type="checkbox"/> Two: San Fernando Valley |
| <input type="checkbox"/> Three: San Gabriel Valley | <input type="checkbox"/> Four: Metro Los Angeles |
| <input type="checkbox"/> Five: West Los Angeles | <input type="checkbox"/> Six: South Los Angeles |
| <input type="checkbox"/> Seven: East Los Angeles | <input checked="" type="checkbox"/> Eight: South Bay |

5 In which Supervisorial District is the service delivery site?

- | | |
|--|---|
| <input type="checkbox"/> One: Supervisor Solis | <input type="checkbox"/> Two: Supervisor Mitchell |
| <input type="checkbox"/> Three: Supervisor Horvath | <input checked="" type="checkbox"/> Four: Supervisor Hahn |
| <input type="checkbox"/> 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, 2023 through February 29, 2024

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	142	1,268	2
Site # 2 6335 Myrtle Ave	7	67	0
Totals	149	1,335	2

EXHIBIT C

SCHEDULE 9

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

HIV/AIDS BENEFITS SPECIALTY SERVICES

	<u>Budget Period</u> April 1, 2023 Through <u>February 29, 2024</u>
Salaries	\$ 76,925
Employee Benefits	\$ 47,617
Travel	\$ 332
Equipment	\$ 0
Supplies	\$ 2,658
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.



County of Los Angeles

Notice of Federal Subaward Information

Recipient Information (i)	
1. Recipient Name	City of Long Beach Department of Health and Human Services
2. Vendor Customer Code (VCC)	061865
3. Employer Identification Number (EIN)	95-6000733
4. Recipient's Unique Entity Identifier (ii) Data Universal Numbering System (DUNS)(www.SAM.gov)	P43FW2K6F7Z9
5. Award Project Title	HIV/AIDS Benefits Specialty Services
6. Project Director or Principal Investigator	
Name:	Kelly Colopy
Title:	Director of Health & Human Services
Address:	2525 Grand Avenue Long Beach, CA 90815
E-mail:	kellycolopy@longbeach.gov
7. Authorized Official	
Name:	Marina Ohson-Smorick
Title:	HIV Care & Prevention Director
Address:	12525 Grand Avenue Long Beach, CA 90815
E-mail:	marina.ohlson-smorick@longbeach.gov
County Department Information (xi)	
8. County Department Contact Information	
Name:	Sine Yohannes
Title:	Chief, Financial Services, DHSP
Address:	600 S. Commonwealth Ave. 10th Fl. Los Angeles, CA 90005
E-mail:	syohannes@ph.lacounty.gov
9. Program Official Contact Information	
Name:	Mario J. Pérez, MPH
Title:	Director, DHSP
Address:	600 S. Commonwealth Ave., 10th Fl. Los Angeles, CA 90005
E-mail:	mjperez@ph.lacounty.gov


Federal Award Information (www.usaspending.gov)	
10. Federal Award Number (1)	5 H89HA00016-33-00
11. Federal Award Date (iv)	January 18, 2023
12. Unique Federal Award Identification Number (FAIN) (iii)	H8900016
13. Name of Federal Awarding Agency (xi)	HIV Emergency Relief Project Grants
14. Federal Award Project Title (x)	Health Resources and Services Administration (HRSA)
15. Assistance Listing Number (xii)	93.914
16. Assistance Listing Program Title (xii)	HIV Emergency Relief Project Grants
17. Is this Award R&D? (xiii)	No

Summary Federal Subaward Financial Information		
18. Budget Period Start Date (vi):	April 1, 2023	End Date: March 31, 2024
19. Total Amount of Federal Funds Obligated by this Action (vii)		\$ 127,532
20a. Direct Cost Amount		\$
20b. Indirect Cost Amount (xiv)		\$
20. Authorized Carryover		\$
21. Offset		\$
22. Total Amount of Federal Funds Obligated this Budget Period (viii)		\$
23. Total Approved Cost Sharing or Matching, where applicable		\$
24. Total Federal and Non-Federal Approved this Budget Period (ix)		\$ 127,532
25. Projected Performance Period Start Date (v):	April 1, 2023	End Date: March 31, 2024
26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period		\$ 127,532

27. Authorized Treatment of Program Income

28. County Program Officer Signature

Name: Mario J. Pérez
Title: Director, DHSP


Signature/Date

29. Remarks

Contract # PH-002900
4/1/23-3/31/24
HIV/AIDS Benefits Specialty Services
Schedule 9 - \$127,532 (Part A)