

33739

**PUBLIC HEALTH PREPAREDNESS, EMERGENCY AND RESPONSE
SERVICES AGREEMENT**

Amendment Number 2

THIS AMENDMENT is made and entered into this 30th day
of May, 2014,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CITY OF LONG BEACH
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "PUBLIC HEALTH PREPAREDNESS, EMERGENCY AND RESPONSE SERVICES AGREEMENT", dated September 12, 2012, and further identified as Agreement No. PH-002224, and any Amendments thereto (all hereafter referred to as "Agreement") between County and Contractor; and

WHEREAS, County has been allocated funds from the federal Centers for Disease Control and Prevention ("CDC"), Catalog of Federal Domestic Assistance Number 93.069 for the Public Health Emergency Preparedness, of which a portion of these funds has been designated to upgrade local public health jurisdictional preparedness efforts in order to respond to acts of bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to increase the maximum obligation of County and provide for other changes set forth herein; 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.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective upon date of execution.

2. On the effective date of the Amendment, Exhibits A-2 and B-2 and Schedules A-2 and B-2 attached hereto and incorporated herein by reference shall be added to contract:

3. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph B, shall be revised to read as follows:

“B. Contractor shall provide services in the form as described in the body of this contract and “Exhibit A-1, Scope of Work – PHEP Base”, “Exhibit A-2, Scope of Work – PHEP Base”, “Exhibit B-1, Scope of Work – Cities Readiness Initiative”, and “Exhibit B-1, Scope of Work – Cities Readiness Initiative”, which are attached hereto and incorporated herein by reference, for the period of July 1, 2013 through June 30, 2014.”

4. On the effective date of the Amendment the current maximum obligation of One Million Eight Hundred Two Thousand Five Hundred Fifty-four Dollars (\$1,802,554) is increased by an additional Ninety Five Thousand Six Hundred-two Dollars (\$95,602) to One Million Eight Hundred Ninety Eight Thousand One Hundred Fifty-six Dollars (\$1,898,156). This additional funding is for the term of July 1, 2013 through June 30, 2014, and is comprised as follows: Eighty Five Thousand One Hundred Ten Dollars (\$85,110) as detailed in Scheduled A-2 and

Ten Thousand Four Hundred Ninety-two Dollars (\$10,492) as detailed in Schedule B-2.

5. Paragraph 10, INDEMNIFICATION, shall be amended to read as follows:

“10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.”

6. Paragraph 47, TIME OFF FOR VOTING, of the ADDITIONAL PROVISIONS, shall be added to read as follows:

“47. TIME OFF FOR VOTING:

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.”

7. Paragraph 48, WHISTLEBLOWER PROTECTIONS, of the ADDITIONAL PROVISIONS, shall be added to read as follows:

“48. WHISTLEBLOWER PROTECTIONS:

If federal funds are used to support services under this agreement then Contractor shall be made aware of the following:

A. Per 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.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or

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

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

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of the Department of Public Health 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 *Jonathan E. Fielding*
Jonathan E. Fielding, M.D. M.P.H.
Director and Health Officer

CITY OF LONG BEACH
Contractor

By *Patrick H. West*
Signature

Patrick H. West
Print Name

Title City Manager
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

By *Pat Gibson*
Patricia Gibson, Chief
Contracts and Grants Division

APPROVED AS TO FORM

4/22, 2014
CHARLES PARKIN, City Attorney
By *Linda T. Vu*
LINDA T. VU
DEPUTY CITY ATTORNEY

#02910-FS

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE PROGRAM
EXHIBIT A-2 SCOPE OF WORK**

CONTRACTOR NAME: City of Long Beach
CONTRACT NUMBER: PH-002224-2
EXHIBIT: A-2
TERM: Date of Execution – June 30, 2014
PART I: BASE CARRYOVER

Capability: COMMUNITY PREPAREDNESS

Short-Term Goal: Provide public health preparedness and response training, education, and guidance to community partners for the specific risks identified in the jurisdictional risk assessment.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
1. Coordinate training or guidance to ensure community engagement in preparedness efforts	Sustain: Provide information on personal preparedness and promote resiliency for community members with 3 to 6 outreach events where information on personal preparedness will be distributed. [1.4]	June 30, 2014	Documentation of attendance at community events, including copies of presentations, agendas, pictures, flyers, and personal preparedness materials distributed or posted

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE PROGRAM
EXHIBIT A-2 SCOPE OF WORK**

CONTRACTOR NAME: City of Long Beach
CONTRACT NUMBER: PH-002224-2
EXHIBIT: A-2
TERM: Date of Execution – June 30, 2014

Capability: EMERGENCY OPERATIONS COORDINATION

Short-Term Goal: Enhance plans, procedures, systems, and equipment needed to define the public health impact of an event or incident address the incident in accordance with jurisdictional standards and practices.

Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
1. Activate public health emergency operations	Sustain: Complete annual update of Department Operations Center (DOC) Plan and related emergency operations documents: <ul style="list-style-type: none"> • DOC locations • Activation and notification • Check-in/out procedures for personnel • Demobilization procedures • Forms and templates (e.g. template for producing incident action plans) Update will be reviewed by PHEM committee representatives and approval by the Health Officer or designee [3.2; 4.1; 6.1]	June 30, 2014	<ul style="list-style-type: none"> • Copy of updated DOC Plan, appendices and forms • Copy of committee sign-in sheets, agenda and handouts
	Sustain: Maintain use of the EmTel system to notify staff, volunteers, and emergency response partners in the event of an emergency [3.2; 4.1; 6.1; 15.2]	June 30, 2014	<ul style="list-style-type: none"> • Copy of tests and database maintenance • Provide copy of EmTel contract
	Build: Add one additional module to the LMS or other web-based system (e.g. YouTube or Vimeo) on DOC operations. [3.2]	June 30, 2014	Copy of presentation (i.e. screenshots); LMS or video link showing module

EPRP

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE PROGRAM
EXHIBIT A-2 SCOPE OF WORK**

CONTRACTOR NAME: City of Long Beach
CONTRACT NUMBER: PH-002224-2
EXHIBIT: A-2
TERM: Date of Execution – June 30, 2014

	Sustain: Continued maintenance of generators and technology equipment (such as computers, printers, media communications equipment, internet, and phone systems) for DOC and alternate DOC [3.2]	June 30, 2014	<ul style="list-style-type: none"> • Copy of maintenance schedule log/invoices • Copy of bi-annual inventory check log.
	Sustain: <ul style="list-style-type: none"> • Maintenance on DOC communications equipment • Trainings on DOC communications equipment • Participate in CWIRS drills [3.2] 	June 30, 2014	<ul style="list-style-type: none"> • Maintenance schedule and log; • Training sign-in sheet. • List of CWIRS drills conducted
Capability: EMERGENCY PUBLIC INFORMATION & WARNING			
Short-Term Goal: Ensure ability to monitor jurisdictional media, conduct press briefings, and provide rumor control for media outlets using a NIMS compliant framework to coordinate incident-related communications.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
1. Establish avenues for public interaction and information exchange	Build: Develop 4-6 new web pages with information on resources available to the community during an emergency and information on public health hazards that affect the City of Long Beach [4.4]	June 30, 2014	Provide screen shots of web pages developed

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE PROGRAM
EXHIBIT A-2 SCOPE OF WORK**

CONTRACTOR NAME: City of Long Beach
CONTRACT NUMBER: PH-002224-2
EXHIBIT: A-2
TERM: Date of Execution – June 30, 2014

Capability: PUBLIC HEALTH LABORATORY TESTING

Short-Term Goal: Follow protocols for sample collection, handling, packaging, processing, transport, receipt, storage, retrieval, and disposal and follow LRN testing methods.

Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
1. Conduct testing and analysis for routine and surge capacity	Sustain: <ul style="list-style-type: none"> • Continue maintenance contracts and service agreements for equipment and instruments, including Light Cycler instruments, centrifuge, QiaCube, microscopes, FTIR, hoods • Document protocols, procedures, and methods for inspection and/or certification according to manufacturer's specifications • Purchase lab equipment to support testing and analysis for routine and surge capacity lab testing [1.2.3] 	June 30, 2014	<ul style="list-style-type: none"> • Copy of maintenance records/service agreements. • Copy of inspection procedures. • Invoices and photos of purchased equipment. • Copy of equipment inventory logs.

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE PROGRAM
EXHIBIT A-2 SCOPE OF WORK**

CONTRACTOR NAME: City of Long Beach
CONTRACT NUMBER: PH-002224-2
EXHIBIT: A-2
TERM: Date of Execution – June 30, 2014

Capability: PUBLIC HEALTH SURVEILLANCE AND EPIDEMIOLOGIC INVESTIGATION

Short-Term Goal: Develop and enhance tools supporting investigations of disease, injury, or exposure in response to natural or man-made threats or incidents and the coordination of investigations with jurisdictional partners.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
1. Conduct public health surveillance and detection	Sustain: <ul style="list-style-type: none"> Continue use of CAHAN, BioWatch, and other systems to share data for surveillance and epidemiological investigation Continue participation in Epi-Exchange meetings to share best practices and emerging issues in epidemiological investigation [6.3; 13.1] 	June 30, 2014	<ul style="list-style-type: none"> Copy of meeting agendas and summaries of CAHAN Coordinator conference call, Copy of meeting agenda and meeting notes

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE PROGRAM

CONTRACT BUDGET SUMMARY

CONTRACTOR / VENDOR NAME : City of Long Beach

CONTRACT / PURCHASE ORDER NUMBER: PH-002224-2

SCHEDULE: A-2

BUDGET PERIOD: Date of execution - June 30, 2014

FUNDING SOURCE: CDC 13/14 Base Grant, Carryover #2

BUDGET SUMMARY	
BUDGET CATEGORY	AMOUNT
Salaries	\$ -
Employee Benefits	\$ -
Travel	\$ -
Equipment	\$ 38,778
Supplies	\$ 15,311
Consultant/Contractual	\$ -
Other	\$ 31,021
Indirect Costs*	
TOTAL	\$ 85,110

*To request funds for indirect costs, agency must have one of the following:
Federal Negotiated Indirect Cost Rate Agreement (NICRA)
Auditor Certified Indirect Cost Rate

Indirect Cost is limited to 15% of total Salaries and Employee Benefits.

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE PROGRAM
EXHIBIT B-2 SCOPE OF WORK**

**CONTRACTOR NAME: City of Long Beach
CONTRACT NUMBER: PH-002224-2
EXHIBIT: B-2
TERM: Date of Execution – June 30, 2014**

PART II: CRI CARRYOVER

Capability: EMERGENCY PUBLIC INFORMATION & WARNING			
Short-Term Goal: Increase accessibility by the public to public health information by enhancing platforms such as websites, hotlines, and social media.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
1. Establish avenues for public interaction and information exchange	Develop: <ul style="list-style-type: none"> Develop 4-6 new web pages with content that can be posted during/after an emergency (e.g. with information on accessing PODs or where PODs are located. These pages would remain hidden until the need arises. 	June 30, 2014	<ul style="list-style-type: none"> Screen shots of web pages

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE PROGRAM
EXHIBIT B-2 SCOPE OF WORK**

CONTRACTOR NAME: City of Long Beach
CONTRACT NUMBER: PH-002224-2
EXHIBIT: B-2
TERM: Date of Execution – June 30, 2014

Capability: RESPONDER SAFETY & HEALTH			
Short-Term Goal: Provide access to risk-specific training to appropriate response staff.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
1. Coordinate with partners to facilitate risk-specific safety and health training	<p>Sustain:</p> <ul style="list-style-type: none"> Provide annual fit testing for N95 respirators for public health staff who would be responding during an event where medical countermeasures would be distributed to the public (e.g. public health nurses, epidemiology staff, environmental health staff) in collaboration with the City Safety Office Review list of personnel requested to be fit tested and adjust as appropriate [14.3] 	June 30, 2014	<ul style="list-style-type: none"> Copies of signed Qualitative Fit Testing sheet for each employee tested

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE PROGRAM

CONTRACT BUDGET SUMMARY

CONTRACTOR / VENDOR NAME : City of Long Beach

CONTRACT / PURCHASE ORDER NUMBER: PH-002224-2

SCHEDULE: B-2

BUDGET PERIOD: Date of Execution - June 30, 2014

FUNDING SOURCE: CDC 13/14 CRI Carryover #2

BUDGET SUMMARY	
BUDGET CATEGORY	AMOUNT
Salaries	\$ -
Employee Benefits	\$ -
Travel	\$ -
Equipment	\$ -
Supplies	\$ 1,947
Consultant/Contractual	\$ 7,754
Other	\$ 791
Indirect Costs*	
TOTAL	\$ 10,492

*To request funds for indirect costs, agency must have one of the following:
Federal Negotiated Indirect Cost Rate Agreement (NICRA)
Auditor Certified Indirect Cost Rate

Indirect Cost is limited to 15% of total Salaries and Employee Benefits.