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**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SERVICE PROVIDER NETWORK SERVICES AGREEMENT**

Amendment No. 1

THIS AMENDMENT is made and entered into this 1st day
of March, 2007,

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 "HUMAN IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) SERVICE PROVIDER NETWORK SERVICES AGREEMENT", dated September 14, 2004, and further identified as Agreement No. H-700837, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide 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 on March 1, 2007.

2. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on September 14, 2004, and continue in full force and effect through February 29, 2008, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, and C, attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph E, shall be added to Agreement as follows:

"E. During the period of March 1, 2007 through February 29, 2008, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000). Such maximum obligation is comprised of Fifty Thousand Dollars (\$50,000) CARE Act Title I, Year 17 funds and Fifty Thousand Dollars (\$50,000) in Centers for Disease Control and Prevention (CDC) funds. This sum represents the total maximum obligation of County as shown in Schedule 4, attached hereto and incorporated herein by reference."

5. Paragraph 6, COMPENSATION, shall be amended to read as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedules 1, 2, 3, and 4, and the COST REIMBURSEMENT paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

6. Paragraph 7, CONFLICT OF TERMS, shall be amended to read as follows:

"7. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement including its ADDITIONAL PROVISIONS and that of any of the Exhibits, Attachments, and Schedules attached hereto and any documents incorporated herein by reference, the language in this Agreement shall govern and prevail."7.

Exhibit C, SCOPE OF WORK FOR HIV/AIDS SERVICE PROVIDER NETWORK SERVICES, is attached to this Amendment and incorporated in Agreement by reference.

8. Schedule 4, BUDGET FOR HIV/AIDS SERVICE PROVIDER NETWORK SERVICES, is attached to this Amendment and incorporated in Agreement by reference.

9. Paragraph 18, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION language in the ADDITIONAL PROVISIONS, shall be replaced in its entirety and shall now read ASSIGNMENT AND DELEGATION.

10. Paragraph 51, CONTRACTOR RESPONSIBILITY AND DEBARMENT language in the ADDITIONAL PROVISIONS, shall be replaced in its entirety.

11. Paragraph 60, CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE": UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT language shall be added to the ADDITIONAL PROVISIONS.

12. Paragraph 61, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE language, shall be added to the ADDITIONAL PROVISIONS.

13. Except for the changes set forth hereinabove, Agreement 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 subscribed by its Director of Public Health,

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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. MPH
Director and Health Officer

CITY OF LONG BEACH

Contractor
By *Anthony W. Batts*
Signature
Anthony W. Batts
Printed Name
Title City Manager
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO FORM
7/10, 2007
ROBERT E. SHANNON, City Attorney
By *Carol Conway*
DEPUTY CITY ATTORNEY

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health
By *Gary T. Izumi*
Gary T. Izumi, Acting Chief
Contracts and Grants