

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 SECOND AMENDMENT TO AGREEMENT NO. 35724

2 35724

3 THIS SECOND AMENDMENT TO AGREEMENT NO. 35724 is made and
4 entered, in duplicate, as of August 29, 2022 for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting on May
6 21, 2019, by and between THE CHILDREN'S CLINIC 'SERVING CHILDREN AND THEIR
7 FAMILIES', DBA TCC FAMILY HEALTH, a California nonprofit corporation ("Contractor"),
8 with a place of business at 701 E. 28th Street, Suite 200, Long Beach, Ca 90806 and the
9 CITY OF LONG BEACH, a municipal corporation ("City").

10 WHEREAS, City requires specialized services requiring unique skills to be
11 performed in connection with Hepatitis C Prevention, Testing, and Treatment which
12 includes, but is not limited to, testing navigation, linkage to care, care coordination, and
13 treatment, among vulnerable and undeserved clients at high risk for Hepatitis C, with an
14 emphasis on priority settings ("Project"); and

15 WHEREAS, City and Contractor (the "Parties") entered into Agreement No.
16 35724 (the "Agreement") whereby Contractor agreed to provide these services; and

17 WHEREAS, the Parties entered into a First Amendment to increase the
18 contract amount to One Hundred Eighty-Six Thousand Five Hundred One Dollars
19 (\$186,501) and extend the term for one (1) additional one-year period; and

20 WHEREAS, the Parties currently desire to enter into a Second Amendment
21 to extend the term for an additional one-year period and decrease the contract amount;

22 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
23 conditions herein contained, the Parties agree as follows:

24 1. Section 1.A. of the Agreement is hereby amended to read as follows.

25 "Contractor shall furnish specialized services more particularly described in
26 Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance
27 with the standards of the profession, and City shall pay for these services in the manner
28 described below, not to exceed Ninety-Three Thousand Two Hundred Fifty-One Dollars

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1 (\$93,251) annually, at the rates or charges shown in Exhibit "B".

2 2. Section 2. of the Agreement is hereby amended to read as follows.

3 "The term of this Agreement shall commence at midnight on July 1, 2020,
4 and shall terminate at 11:59 p.m. on June 30, 2023, unless sooner terminated as provided
5 in this Agreement, or unless the services of the Project is completed sooner. The City shall
6 have the option to extend the term for one (1) additional one-year period, at the discretion
7 of the City Manager."

8 3. Exhibit "B-1" is hereby amended and replaced with Exhibit "B-2",
9 attached hereto and incorporated herein.

10 4. Except as expressly modified herein, all of the terms and conditions
11 contained in Agreement No. 35724 are ratified and confirmed and shall remain in full force
12 and effect.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

THE CHILDREN'S CLINIC 'SERVING CHILDREN AND THEIR FAMILIES', DBA TCC FAMILY HEALTH, a California nonprofit corporation

_____, 2022

By [Signature]
Name GISA Nicholas, MD, MSPH
Title CEO

_____, 2022

By [Signature]
Name Maria Chandler, MD, MBA
Title CRNO

"Consultant"

CITY OF LONG BEACH, a municipal corporation

10/28/, 2022

By [Signature]
City Manager

"City"
EXECUTED PURSUANT
TO SECTION 35724
OF THE CITY CHARTER.

This Second Amendment to Agreement No. 35724 is approved as to form on October 18, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “B-2”

**Exhibit B, Attachment I
Subcontractor Budget
TCC Family Health
Year 4
July 1, 2022 – June 30, 2023**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months</u>	<u>Revised Budget (09/01/2022)</u>
Associate Med Dir Homeless Services	\$17,982	5%	12	\$10,789
Medical Director	\$22,545	4%	12	\$10,822
Homeless Patient Care Manager	\$3,928	50%	12	\$23,568
Nursing Lead	\$0	10%	12	\$12,618
Total Personnel				\$57,797
Fringe Benefits @		32%		\$18,495
Total Personnel & Benefits				\$76,292

OPERATING EXPENSES

3000 POCT Strips	\$0
20 Lab RNA Testing - Qualitative Treatment	\$0
20 Lab RNA Testing - Quantitative Treatment	\$0
Medical Supplies	\$3,995
Total Operating Expenses	\$3,995

EQUIPMENT (If >\$50K, please itemize) **\$0**

TRAVEL

HCV Certification Course	\$5,323
Total Travel	\$5,323

OTHER COSTS **\$0**

INDIRECT COSTS (10% OF PERSONNEL AND BENEFITS) **\$7,641**

BUDGET GRAND TOTAL **\$93,251**

Budget should be **\$93,251**
Variance for adjustment **\$0**