

33960

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

Amendment Number 4

THIS AMENDMENT is made and entered into this 23rd day
of August, 2019,

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) 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 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, on February 14, 2017, 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, this Contract is funded by the U.S. Department of Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic Assistance (CFDA) 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, it is the intent of the parties hereto to amend Contract to extend the term for the period of April 1, 2019 through March 31, 2020, for the continued provision of benefit specialty services, and make other hereafter designated changes; 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 shall be effective upon execution.
2. 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, and A.3 (Statement of Work), attached hereto and incorporated herein by reference."

3. 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, 2020 unless sooner terminated or extended, in whole or in part, as provided in this Contract."

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

4. MAXIMUM OBLIGATION OF COUNTY:

"H. Effective April 1, 2019 through March 31, 2020, 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 5, attached hereto and incorporated herein by reference."

5. Paragraph 23 of the ADDITIONAL PROVISIONS, ASSIGNMENT AND DELEGATION, 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. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written

consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

C. 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.

D. 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.”

6. Paragraph 32 of the ADDITIONAL PROVISIONS, CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS, shall be deleted in its entirety and replaced as follows:

“32. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall 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 the Contractor’s minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall 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.

B. In the event that both laid-off County employees, as described in Paragraph 9, and GAIN/GROW participants are available for hiring, County employees, shall be given first priority.”

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

"34. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The 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 the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information on how to receive the poster can be found on the Internet at www.babysafela.org."

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

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

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.”

9. Paragraph 81, COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES, shall be added to the ADDITIONAL PROVISIONS as follows:

“81. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.”

10. Paragraph 82, DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER, shall be added to the ADDITIONAL PROVISIONS as follows:

“82. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services

provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

C. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

D. At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.”

11. Paragraph 83, COMPLIANCE WITH THE COUNTY POLICY OF EQUITY, shall be added to the ADDITIONAL PROVISIONS, as follows:

"83. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY: The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the

County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability."

12. Effective on the date of this Amendment, Exhibit A.3, STATEMENT OF WORK FOR HIV/AIDS BENEFITS SPECIALTY SERVICES, shall be amended as shown in the document attached hereto and incorporated herein by reference.

13. Effective on the date of this Amendment, Exhibit C, Schedule 5, BUDGET(S) FOR HIV/AIDS BENEFITS SPECIALTY SERVICES, shall be attached hereto and incorporated herein by reference.

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

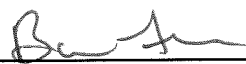
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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Public Health, or designee, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized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

COUNTY OF LOS ANGELES

By 
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

CITY OF LONG BEACH
Contractor

By 
Signature


Patrick H. West
Printed Name


Title City Manager
(AFFIX CORPORATE SEAL)

Tom Modica
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARY C. WICKHAM
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Public Health

APPROVED AS TO FORM
August 1, 2019
CHARLES PARKIN, City Attorney
By 
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

By 
Patricia Gibson, Chief
Contracts and Grants Division

DA#04684
Is
DHSP BSS PH-002900-4

EXHIBIT A.3

CITY OF LONG BEACH

**STATEMENT OF WORK FOR
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
BENEFITS SPECIALTY SERVICES**

1. Exhibit A.2, Paragraph 1, DESCRIPTION, shall be deleted in its entirety and replaced as follows:

"1. DESCRIPTION: HIV Benefits Specialty Services are client-centered activities that facilitate a client's access to public benefits and programs supported by funding streams other than the Ryan White Program. Benefits Specialty Services focus on assisting a client's entry into and movement through care service systems outside of the Ryan White Program-funded service delivery network. It is the primary responsibility of the Benefits Specialists to ensure that their clients are receiving all the benefits and entitlements for which they are eligible.

Benefits Specialists educate clients about available benefits, provide assistance with the application process, and benefits management. When needed, Benefits Specialists shall also help prepare and facilitate relevant benefits appeals.

HIV Benefits Specialists shall assist clients in obtaining the following financial, insurance, and other entitlement program options; CARE/Health Insurance Premium Payment (HIPP); CalFresh (formerly known as Food Stamps); General Relief/General Relief Opportunities to Work (GROW); In-Home

Supportive Services (IHSS); Healthy Families Program; Medicaid/Medi-Cal; Medi-Cal/HIPP; Medicare; Medicare Buy-In Program; Patient Assistance Programs (Pharmaceutical Companies); Private health Insurance; other financial assistance programs; Social Security Disability Insurance (SSDI); State Disability Insurance; Supplemental Security Income (SSI); State Supplementary Payments(SSP); Unemployment Insurance (UI); Women, Infants and Children (WIC); Worker's Compensation; and Other public/private benefits programs. Ryan White is not considered to be an insurance plan or an entitlement program and should not be included as a program in which the Benefits Specialist would assist a client."

2. Exhibit A.2, Paragraph 3, COUNTY'S MAXIMUM OBLIGATION,

Subparagraph E, shall be added to read as follows:

"3. COUNTY'S MAXIMUM OBLIGATION:

E. During the period of April 1, 2019 through March 31, 2020, 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)."

3. Exhibit 4, 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 5, 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.”

4. Exhibit A.2, Paragraph 8, SERVICES TO BE PROVIDED, Subparagraphs M, N, and O, shall be added to read as follows:

“8. SERVICES TO BE PROVIDED:

M. Contractor shall provide benefits specialty services to a minimum of one hundred seventy-four (174) clients for the period of April 1, 2019 through March 31, 2020.

N. Contractor shall provide a minimum of one thousand, five hundred sixty-four (1,564) benefits specialty service hours for the period of April 1, 2019 through March 31, 2020.

O. Contractor shall provide a minimum of two (2) orientation/workshop sessions for the period of April 1, 2019 through March 31, 2020.”

CITY OF LONG BEACH
CONTRACT GOALS AND OBJECTIVES

TABLE 2

April 1, 2019 through March 31, 2020

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		
	No. of Clients	No. of Hours	No. of Benefit Orientation workshops
Service Site			
Site # 1 2525 Grand Ave.	174	1,564	2
Site # 2			
Totals	174	1,564	2

EXHIBIT C
SCHEDULE 5
CITY OF LONG BEACH
HIV/AIDS BENEFITS SPECIALTY SERVICES

Budget Period
April 1, 2019
Through
March 31, 2020

Salaries	\$ 74,381
Employee Benefits	\$ 47,924
Travel	\$ 332
Equipment	\$ 0
Supplies	\$ 1,195
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs*	<u>\$ 3,700</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.