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www.publichealth.lacounty.gov

August 25, 2023

Kelly Colopy, Director, Department of Health & Human Services
City of Long Beach
2525 Grand Avenue
Long Beach, California 90815

34949

Dear Ms. Colopy:

FULLY EXECUTED CONTRACT: CONTRACT NO. PH-003492, HIV & STD PREVENTION SERVICES

Enclosed is your agency's fully executed contract, Contract No. PH-003492-7. This is the Contract between the County of Los Angeles and City of Long Beach, Department of Health and Human Services which extends the contract effective January 1, 2023 through December 31, 2024. Please note all applicable performance requirements as stipulated in this document.

If you have any questions regarding your contract, please contact Mariana Khachatryan, at MKhachatryan@ph.lacounty.gov.

Very truly yours,

Renee Bracy for Monique Collins

Monique Collins, M.P.H., Chief
Contract Administration

MC:rb

R:\CAD\Contract Development and Processing\Development of Contracts\2023\CLB HIV STD Prevention Renewal\Fully Executed\CLB HIV in CLB FE Letter.docx

Enclosure

cc: Sarady Kong (CLB)
Chron (CAD)

Sine Yohannes

Paulina Zamudio

**DEPARTMENT OF PUBLIC HEALTH
HIV AND STD PREVENTION SERVICES AGREEMENT
CONTRACT**

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Contract No. PH-003492

HIV AND STD PREVENTION SERVICES CONTRACT

Amendment No. 7

THIS AMENDMENT is made and entered into on Aug 21, 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 "HIV AND STD PREVENTION SERVICES CONTRACT," dated January 1, 2018, and further identified as Contract Number PH-003492, and any Amendments thereto (all hereafter "Contract"); and

WHEREAS, on June 8, 2021, the Board of Supervisors delegated authority to the Director of Department of Public Health (hereafter "Public Health"), or designee, to execute amendments to the Contract that extend the term through July 31, 2025; and

WHEREAS, County has been allocated funds from the Centers for Disease Control and Prevention (hereafter "CDC") Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States (hereafter "EHE"), Assistance Listing Number 93.940, CDC Integrated HIV Surveillance and Prevention Programs for Health Departments funds, (hereafter "IHSP"), Assistance Listing Number 93.940, from 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, it is the intent of the parties hereto to amend the Contract to extend the term effective January 1, 2023 through December 31, 2024 for the continued provision of HIV and STD prevention services and make other hereafter designated changes, including updating certain terms and provisions and amending exhibits and schedules to update the scopes of work and budgets; 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, 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 it fully set forth herein.

2. This Amendment is effective upon execution for the period of January 1, 2023 through December 31, 2024.

3. Wherever the term "DPH" is referenced in this Contract, it will be deemed amended to state "Public Health."

4. Exhibit A.2, AMENDMENT TO STATEMENT OF WORK for HIV AND STD PREVENTION SERVICES, attached hereto and incorporated herein by reference, will be added to the Contract.

5. Exhibits B-6 and B-7, SCOPES OF WORK FOR HIV AND /STD PREVENTION SERVICES , attached hereto and incorporated herein by reference, is added to the Contract.

6. Schedules 6, 6a, 6b, 7, 7a and 7b, BUDGETS FOR HIV AND /STD PREVENTION SERVICES, attached hereto and incorporated herein by reference, are added to the Contract.

7. Paragraph 3, Exhibit A.2, STATEMENT OF WORK FOR HIV/STD PREVENTION SERVICES, attached hereto and incorporated herein by reference, is added to the Contract

8. Exhibit J, COVID- 19 Vaccination Certification of Compliance attached hereto and incorporated herein by reference, will be added to the Contract.

9. Exhibit K, Notice of Federal Subaward Information, attached hereto and incorporated herein by reference, is added to the Contract.

10. Paragraph 3, DESCRIPTION OF SERVICES, subparagraph D, will be added to read as follows:

“D. Federal Award Information for this Contract is detailed in Exhibit K, Notice of Federal Subaward Information Award, attached hereto and incorporated herein by reference.

11. Paragraph 4, TERM OF CONTRACT, first subparagraph, will be deleted in its entirety and replaced as follows:

“4. TERM OF CONTRACT:

“The term of this Contract shall be effective January 1, 2018 and shall continue in full force and effect through December 31, 2024, unless

sooner terminated or extended, in whole or in part, as provided in this Contract.”

12. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs I and J will be added to read as follows:

I. Effective January 1, 2023 through December 31, 2023, the maximum obligation of County for all services provided hereunder shall not exceed one million, two thousand, six hundred ninety-four dollars (\$1,002,694), as set forth in Exhibit C, Schedules 6, 6a, and 6b, attached hereto and incorporated herein by reference.

J. Effective January 1, 2024 through December 31, 2024, the maximum obligation of County for all services provided hereunder shall not exceed one million, two thousand, six hundred ninety-four dollars (\$1,002,694), as set forth in Exhibit C, Schedules 7, 7a, and 7b, attached hereto and incorporated herein by reference.”

13. Paragraph 6, INVOICES AND PAYMENT will be deleted in its entirety and replaced as follows:

“6. INVOICES AND PAYMENT:

A. The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and/or Exhibit B and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The Contractor must invoice the County monthly in arrears. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on

forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Invoices must be submitted electronically to County within thirty (30) calendar days after the close of each calendar month. County will make a reasonable effort to make payment within 30 days following receipt of a complete and correct monthly invoice and will make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Invoices must be submitted electronically directly to the Public Health Division of HIV and STD Programs (DHSP) at DHSP-Finance@ph.lacounty.gov.

E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within 30 calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the Contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within 30 calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the Contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service contracts between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly invoice received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

F. Upon expiration or prior termination of this Contract, Contractor shall submit, within 30 calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least 30 calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, Director will reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has

failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

H. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least 60 days at any point during the term of this Contract.”

14. Paragraph 12, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, will be deleted in its entirety and replaced as follows:

“12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense, insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County:
Certificate(s) of insurance coverage (Certificate) satisfactory to

County, and a copy of an Additional Insured endorsement confirming County and its Agents has been given Insured status under the Contractor's General Liability policy, must be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates must be provided to County not less than 10 calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information

provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Public Health - Contract Monitoring Section
5555 Ferguson Drive, 3rd Floor Suite 3031
Commerce, California 90022
Attention: Manager Contract Monitoring Section

Contractor must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agent's additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or

omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor must provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor must include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain County's prior

review and approval of any Subcontractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

15. Paragraph 13, INSURANCE COVERAGE REQUIREMENTS, will be deleted in its entirety and replaced as follows:

"13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers Compensation and Employers' Liability: Contractor will maintain insurance, or qualified self-insurance, satisfying statutory requirements; including Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is: (1) an employee leasing temporary staffing firm; or, (2) a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. Written notice shall be provided to the County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Contract's expiration, termination or cancellation.

E. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who is alleged to have committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

16. Paragraph 18D, WHISTLEBLOWER PROTECTIONS, Subparagraph A will be deleted in its entirety and replaced as follows:

"18D. WHISTLEBLOWER PROTECTIONS:

A. Per federal 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."

17. Paragraph 18E, LIQUIDATED DAMAGES, Subparagraphs A and B will be deleted in their entirety and replaced as follows:

"18E. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, at option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or designee, in a written notice describing the reasons for said action.

B. If the Director, or designee, determines that there are deficiencies in the performance of this Contract that the Director, or

designee, deems are correctable by the Contractor over a certain time span, the Director, or designee will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or designee, may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the Contractor's failure to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County."

18. Paragraph 18J, QUALITY MANAGEMENT, will be deleted in its entirety and replaced as follows:

"18J. 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.”

17. Paragraph 18K, QUALITY MANAGEMENT PLAN, will be deleted in its entirety and replaced as follows:

“18K. 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 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 measures 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. During the operation of Contractor's facility, Contractor shall furnish to DHSP Executive Office, a written report of any occurrence of incidents and/or sentinel events specified as follows:

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.

The written report shall include the following:

Patient's name, age, and sex;

Date and nature of event;

Disposition of the case;

Staffing pattern at the time of the incident."

18. Paragraph 18L, QUALITY MANAGEMENT PROGRAM MONITORING, will be deleted in its entirety and replaced as follows:

"18L. 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 QI activities and initiatives;
- B. Participate in EMA-wide and/or DHSP supported CQM trainings and capacity building activities; and
- C. Submit routine and/or ad-hoc reports of relevant CQM program activities as directed by DHSP.”

19. Paragraph 18Q, DHSP CUSTOMER SUPPORT PROGRAM, will be added as a new provision to read as follows:

“18Q. 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:

- B. (1) Customer Support Line (telephone)
- C. (2) Email
- D. (3) Mail (postal)

E. (4) In person

F. The Customer Support Line is a telephone line that is available to clients receiving services from DHSP funded agencies. The Customer Support Line provides individuals with 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 in two business days. The Customer Support Line is not intended to respond to emergency or crisis-related concerns.

G. Compliant Resolution Procedures:

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.

H. 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 DHSP Customer Support staff to address other quality of care issues and questions identified as needed to resolve the reported concerns. 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.

I. Customer Support Program Posters: Customer Support Program posters are provided to Contractor and contains information about how clients may file a complaint or concern with DHSP. Contractor shall ensure that the Customer Support 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's Customer Support Program.

J. 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 Support Program.”

20. Paragraph 19, CONSTRUCTION, will be deleted in its entirety from this contract.

21. Paragraph 22, NOTICES, Subparagraph A, will be deleted in its entirety and replaced as follows:

“22. NOTICES:

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Division of HIV and STD Programs
600 S. Commonwealth Ave, 10th Floor
Los Angeles, California 90005

Attention: Project Director

(2) Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive, 2nd Floor, Suite 210
Commerce, California 90022

Attention: Division Chief”

22. Paragraph 24, ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"24. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If 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 must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent requires a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

C. Any assumption, assignment, delegation, or takeover of any of 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, will be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

23. Paragraph 30, COMPLIANCE WITH CIVIL RIGHTS LAW of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"30. 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.”

24. Paragraph 34, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

“34. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should Contractor require additional or replacement personnel after the effective date of this Contract, to the degree permitted by Contractor’s current employment policies and agreement with its collective bargaining units, the 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.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.”

25. Paragraph 36, 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:

"36. 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 and posters for printing are available at: <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

26. Paragraph 38, COUNTY'S QUALITY ASSURANCE PLAN of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"38. 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.”

27. Paragraph 43, DATA ENCRYPTION, of the ADDITIONAL PROVISIONS will be deleted in its entirety from this contract.

28. Paragraph 47, CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER will be deleted in its entirety and replaced as follows:

“47. 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.”

29. Paragraph 52, NONDISCRIMINATION IN SERVICES, of the ADDITIONAL PROVISIONS will be deleted in its entirety and replaced as follows:

“52. 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.”

30. Paragraph 53, NONDISCRIMINATION IN EMPLOYMENT, of the ADDITIONAL PROVISIONS will be deleted in its entirety from this contract.

31. Paragraph 58, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

“58. NOTICE TO EMPLOYEES REGARDING THE SAFELY

SURRENDERED BABY LAW: The Contractor must notify and provide to its

employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/> for printing purposes.”

32. Paragraph 64, REPORTS, of the ADDITIONAL PROVISIONS will be deleted in its entirety and replaced as follows:

“64. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. However, in no event may County require such reports unless Director has provided Contractor with at least 30 calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.”

30. Paragraph 71, TERMINATION FOR DEFAULT, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

“71. 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.

31. Paragraph 72, TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION, of the ADDITIONAL PROVISIONS, will be deleted in its entirety and replaced as follows:

"72. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County

officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the 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 either 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."

32. Paragraph 77, UNLAWFUL SOLICITATION, of the ADDITIONAL PROVISIONS, will be deleted in its entirety from this contract.

33. Paragraph 83, COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL will be added to the ADDITIONAL PROVISIONS to read as follows:

"83. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL:

A. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees,

interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

B. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

C. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the California Department of Public Health (CDPH)

vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

D. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the U.S. Food and Drug Administration (FDA) or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

2. Wear a mask that is consistent with Center for Disease Control and Prevention (CDC) recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

E. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit J (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.”

34. Paragraph 84, INJURY AND ILLNESS PREVENTION PROGRAM, will be added to the ADDITIONAL PROVISIONS to read as follows:

“84. 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.”

38. Except for the changes set forth hereinabove, Contract will 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
Barbara Ferrer (Aug 21, 2023 16:09 PDT)
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

CITY OF LONG BEACH,
DEPARTMENT OF HEALTH &
HUMAN SERVICES

Contractor

By Thomas B. Modica
Signature

Thomas B. Modica

Printed Name

Title City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

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

By Lisa Delgadillo
Lisa Delgadillo (Aug 21, 2023 12:40 PDT)
Contracts and Grants Division Management

#06679:lc

APPROVED AS TO FORM
8-8-23
DAWN MCINTOSH, City Attorney
By Anita Lakhani
ANITA LAKHANI
DEPUTY CITY ATTORNEY

EXHIBIT A.2

**HUMAN IMMUNODEFICIENCY VIRUS (HIV),
SEXUALLY TRANSMITTED DISEASE (STD), AND HEPATITIS VIRUS B
TESTING PROGRAM SERVICES**

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AMENDMENT TO STATEMENT OF WORK

EXHIBIT A.2

CITY OF LONG BEACH, DEPARTMENT OF HEALTH AND HUMAN SERVICES

**HUMAN IMMUNODEFICIENCY VIRUS (HIV),
SEXUALLY TRANSMITTED DISEASE (STD), AND HEPATITIS B
TESTING PROGRAM SERVICES**

1. Exhibit A.1, Paragraph 4, COUNTY'S MAXIMUM OBLIGATION,

Subparagraphs F and G, will be added to read as follows:

"4. COUNTY'S MAXIMUM OBLIGATION:

F. During the period of January 1, 2023 through December 31, 2023, that portion of County's maximum obligation which is allocated under this Exhibit for HIV, STD, and Hepatitis B counseling and testing services shall not exceed one million, two thousand, six hundred, ninety four dollars (\$1,002,694).

G. During the period of January 1, 2024 through December 31, 2024, that portion of County's maximum obligation which is allocated under this Exhibit for HIV, STD, and Hepatitis B counseling and testing services shall not exceed one million, two thousand, six hundred, ninety four dollars (\$1,002,694). "

2. Exhibit A.1, Paragraph 5, COMPENSATION, Subparagraph A, will be deleted in its entirety and replaced as follows:

"5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder on a cost reimbursement and pay for performance basis not to exceed the maximum as set forth in Schedules 6, 6a, 6b, 7, 7a, and 7b as described in Exhibit C. Contractor shall be reimbursed according to a DHSP-approved model and reimbursement schedule."

SCHEDULE 6
CITY OF LONG BEACH
HIV/AIDS PREVENTION SERVICES
CDC IHSP

Budget Period
 January 1, 2023
 through
December 31, 2023

Salaries	\$369,928
Employee Benefits	\$238,493
Travel	\$ 2,333
Equipment	\$ 3,203
Supplies	\$ 14,700
Other	\$ 9,315
Consultant/Subcontractor	\$ 0
Indirect Costs	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$637,972

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. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 6a
CITY OF LONG BEACH
HIV/AIDS PREVENTION SERVICES
CDC EHE

Budget Period
January 1, 2023
through
December 31, 2023

Salaries	\$ 110,787
Employee Benefits	\$ 72,698
Travel	\$ 1,300
Equipment	\$ 0
Supplies	\$ 2,140
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$186,925

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. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 6b
CITY OF LONG BEACH
HIV/AIDS PREVENTION SERVICES
HRSA Part A

Budget Period
January 1, 2023
through
December 31, 2023

Salaries	\$ 106,796
Employee Benefits	\$ 68,830
Travel	\$ 400
Equipment	\$ 0
Supplies	\$ 1,771
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$177,797

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. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 7
CITY OF LONG BEACH
HIV/AIDS PREVENTION SERVICES
CDC IHSP

Budget Period
January 1, 2024
through
December 31, 2024

Salaries	\$ 369,928
Employee Benefits	\$ 238,493
Travel	\$ 2,333
Equipment	\$ 3,203
Supplies	\$ 14,700
Other	\$ 9,315
Consultant/Subcontractor	\$ 0
Indirect Costs	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 637,972

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. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 7a
CITY OF LONG BEACH
HIV/AIDS PREVENTION SERVICES
CDC EHE

Budget Period
January 1, 2024
through
December 31, 2024

Salaries	\$ 110,787
Employee Benefits	\$ 72,698
Travel	\$ 1,300
Equipment	\$ 0
Supplies	\$ 2,140
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$186,925

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. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 7b
CITY OF LONG BEACH
HIV/AIDS PREVENTION SERVICES
HRSA Part A

Budget Period
January 1, 2024
through
December 31, 2024

Salaries	\$ 106,796
Employee Benefits	\$ 68,830
Travel	\$ 400
Equipment	\$ 0
Supplies	\$ 1,771
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$177,797

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. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

COVID-19 CONTRACTOR NOTIFICATION & CERTIFICATION
Released March 13, 2022, Version 2.0

Certification of Compliance

The purpose of this Certification of Compliance is to permit the County to oversee, monitor, confirm, and audit Contractor’s compliance with Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) (the “Ordinance”). Contractor shall submit the information requested in this Certification of Compliance in accordance with Sections 2.212.060 and 2.212.090(A) of the Ordinance.

I, _____, on behalf of _____, (the “Subrecipient”), certify that on County Contract _____

- All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.
- Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

APPROVED AS TO FORM
3-8-2023
 DAWN MCINTOSH, City Attorney
 By [Signature]
 ANITA LAKHANI
 DEPUTY CITY ATTORNEY



Recipient Information (i)

1. Recipient Name
City of Long Beach Department of Public Health

2. Vendor Customer Code (VCC)
061865

3. Employer Identification Number (EIN)
[REDACTED]

4. Recipient's Unique Entity Identifier (ii)
Data Universal Numbering System (DUNS) (www.SAM.gov)
P43FW2K6F7Z9

5. Award Project Title
HIV and STD Prevention

6. Project Director or Principal Investigator
Name: Sarady Kong
Title: Clinical Fiscal/Grants Manager
Address: 2525 Grand Avenue
Long Beach, California 90815
E-mail: sarady.kong@longbeach.gov

7. Authorized Official
Name: Kelly Colopy
Title: Director, Department of Health & Human Services
Address: 2525 Grand Avenue
Long Beach, California 90815
E-mail: kelly.colopy@longbeach.gov

County Department Information (xi)

8. County Department Contact Information
Name: Sino 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) 6 NU62PS924569-05-05

11. Federal Award Date (iv)
December 13, 2022

12. Unique Federal Award Identification Number (FAIN) (iii)
NU62PS924569

13. Name of Federal Awarding Agency (xi)
Centers for Disease Control and Prevention

14. Federal Award Project Title (x)
Integrated HIV Surveillance and Prevention Program for Los Angeles County

15. Assistance Listing Number (xii)
93.940

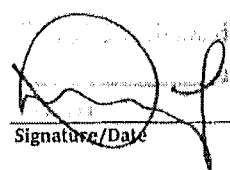
16. Assistance Listing Program Title (xii)
HIV Prevention Activities-Health Department Based

17. Is this Award R&D? (xiii)
No

Summary Federal Subaward Financial Information

18. Budget Period Start Date (vi):	January 1, 2023	End Date:	May 31, 2024
19. Total Amount of Federal Funds Obligated by this Action (vii)	\$ 1,275,944		
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)	\$ 1,275,944		
23. Total Approved Cost Sharing or Matching, where applicable	\$		
24. Total Federal and Non-Federal Approved this Budget Period (ix)	\$		
25. Projected Performance Period Start Date (v):	January 1, 2023	End Date:	December 31, 2024
26. Total Amount of the Federal Award Including Approved Cost Sharing or Matching this Project Period	\$ 1,275,944		

27. Authorized Treatment of Program Income

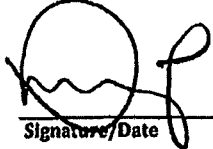
28. County Program Officer Signature

 Name: Mario J. Pérez, MPH
 Title: Director

29. Remarks

PH 003492
 01/01/2023-12/31/2023
 Schedule 6, \$637,972 (CDC HHSPP)
 Schedule 6A, \$186,925 (CDC EHE)
 Schedule 6B, \$177,797 (HRSA Part A)

01/01/2023-12/31/2023
 Schedule 7, \$637,972 (CDC HHSPP)
 Schedule 7A, \$186,925 (CDC EHE)
 Schedule 7B, \$177,797 (HRSA Part A)



Recipient Information (i)	Federal Award Information (www.usaspending.gov)
<p>1. Recipient Name City of Long Beach Department of Public Health</p> <p>2. Vendor Customer Code (VCC) 061865</p> <p>3. Employer Identification Number (EIN) [REDACTED]</p> <p>4. Recipient's Unique Entity Identifier (ii) Data Universal Numbering System (DUNS)(www.SAM.gov) P43FW2K8F7Z8</p> <p>5. Award Project Title HIV and STD Prevention Services</p> <p>6. Project Director or Principal Investigator Name: Sarady Kong Title: Clinical Fiscal/Grants Manager Address: 2525 Grand Avenue Long Beach, California 90815 E-mail: sarady.kong@longbeach.gov</p> <p>7. Authorized Official Name: Kelly Colopy Title: Director, Department of Health & Human Services Address: 2525 Grand Avenue Long Beach, California 90815 E-mail: kelly.colopy@longbeach.gov</p>	<p>10. Federal Award Number (1) 5 NU82PS824619-03-00</p> <p>11. Federal Award Date (iv) July 13, 2022</p> <p>12. Unique Federal Award Identification Number (FAIN) (iii) NU62PS824619</p> <p>13. Name of Federal Awarding Agency (xi) Centers for Disease Control and Prevention</p> <p>14. Federal Award Project Title (x) Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States</p> <p>15. Assistance Listing Number (xii) 93,940</p> <p>16. Assistance Listing Program Title (xii) HIV Prevention Activities-Health Department Based</p> <p>17. Is this Award R&D? (xiii) No</p>
<p>County Department Information (xi)</p> <p>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</p> <p>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</p>	<p style="text-align: center;">Summary Federal Subaward Financial Information</p> <p>18. Budget Period Start Date (vi): August 1, 2022 End Date: July 31, 2023</p> <p>19. Total Amount of Federal Funds Obligated by this Action (vii) \$ 373,850</p> <p style="padding-left: 20px;">20a. Direct Cost Amount \$</p> <p style="padding-left: 20px;">20b. Indirect Cost Amount (xiv) \$</p> <p>20. Authorized Carryover \$</p> <p>21. Offset \$</p> <p>22. Total Amount of Federal Funds Obligated this Budget Period (viii) \$</p> <p>23. Total Approved Cost Sharing or Matching, where applicable \$</p> <p>24. Total Federal and Non-Federal Approved this Budget Period (ix) \$</p> <p>25. Projected Performance Period Start Date (v): August 1, 2022 End Date: July 31, 2023</p> <p>26. Total Amount of the Federal Award Including Approved Cost Sharing or Matching this Project Period \$ 373,850</p>
	<p>27. Authorized Treatment of Program Income</p> <p>28. County Program Officer Signature</p> <p>Name: Mario J. Pérez, MPH Title: Director</p> <div style="text-align: right;">  _____ Signature/Date </div>

29. Remarks

PH-003492
01/01/2023-12/31/2023
 Schedule 6, \$637,972 (CDC HHSPP)
 Schedule 6A, \$186,925 (CDC EIII)
 Schedule 6B, \$177,797 (HIRSA Part A)

01/01/2024-12/31/2024
 Schedule 7, \$637,972 (CDC HHSPP)
 Schedule 7A, \$186,925 (CDC EIII)
 Schedule 7B, \$177,797 (HIRSA Part A)



County of Los Angeles

Notice of Federal Subaward Information

Recipient Information (i)

1. Recipient Name
City of Long Beach Department of Public Health

2. Vendor Customer Code (VCC)
081865

3. Employer Identification Number (EIN)
[REDACTED]

4. Recipient's Unique Entity Identifier (ii)
Data Universal Numbering System (DUNS)(www.SAM.gov)
P43FW2K6F7Z9

5. Award Project Title
HIV and STD Prevention

6. Project Director or Principal Investigator
Name: Sarady Kong
Title: Clinical Fiscal/Grants Manager
Address: 2525 Grand Avenue
Long Beach, California 90815
E-mail: sarady.kong@longbeach.gov

7. Authorized Official
Name: Kelly Colopy
[REDACTED] Department of Health & Human Services
Address: 2525 Grand Avenue
Long Beach, California 90815
E-mail: kelly.colopy@longbeach.gov

Federal Award Information (www.usaspending.gov)

10. Federal Award Number (I)
5 I18911A00016-33-00 and 6 H89HA00016-33-02

11. Federal Award Date (iv)
January 18, 2023 and March 23, 2023

12. Unique Federal Award Identification Number (FAIN) (iii)
118900016

13. Name of Federal Awarding Agency (xi)
Health Resource and Services Administration (HIRSA)

14. Federal Award Project Title (x)
HIV Emergency Relief Project Grants

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):	March 1, 2023	End Date:	February 29, 2024
19. Total Amount of Federal Funds Obligated by this Action (vii)		\$	355,594
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)		\$	355,594
23. Total Approved Cost Sharing or Matching, where applicable		\$	
24. Total Federal and Non-Federal Approved this Budget Period (ix)		\$	
25. Projected Performance Period Start Date (v):	March 1, 2023	End Date:	February 29, 2024
26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period		\$	355,594

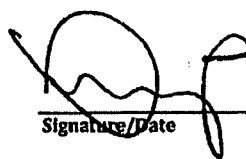
County Department Information (xi)

8. County Department Contact Information
Name: Sine Yohannes
Title: Chief, Financial Services, DHSP
Address: 600 S. Commonwealth Ave. 10th Fl.
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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

27. Authorized Treatment of Program Income

28. County Program Officer Signature
Name: Mario J. Pérez, MPH
Title: Director

Signature/Date: 

29. Remarks

P11-003492
01/01/2023-12/31/2023
Schedule 6, \$637,972 (CDC HHSPP)
Schedule 6A, \$186,925 (CDC EHE)
Schedule 6B, \$177,797 (HIRSA Part A)

1/01/2024-12/31/2024
Schedule 7, \$637,972 (CDC HHSPP)
Schedule 7A, \$186,925 (CDC EHE)
Schedule 7B, \$177,797 (HIRSA Part A)