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April 28, 2022

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

35422

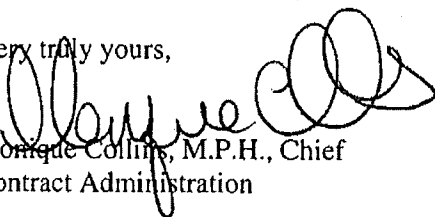
Dear Ms. Colopy

FULLY EXECUTED AMENDMENTS: CONTRACT NUMBER PH-003753, CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH HIV (AOM) AND CONTRACT NUMBER PH-003754, CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH HIV (MCC)

Enclosed are your agency's fully executed contract amendments, Agreement No. PH-003753-1 for Core HIV Medical Services for Persons Living with HIV (AOM), which extends the contract for a two (2) year term from March 1, 2022 through February 29, 2024 and Agreement No. PH-003754-2 for Core HIV Medical Services for Persons Living with HIV (MCC), which extends the contract for a one (1) year term from March 1, 2022 through February 28, 2023.

Please note all applicable performance requirements as stipulated in this document. If you have any questions regarding your contract, please contact Mariana Khachatryan of my staff, at MKhachatryan@ph.lacounty.gov.

Very truly yours,


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

MC:mk

R:\CAD\Contract Development and Processing\Development of Contracts\2022\AOM and MCC renewals Yr 32\Fully Executed Contracts and letters\CLB\CLB PH-003753-1AOM & PH0003754-2 MCC FE Letter.docx

Enclosures (2)

ec: Thomas Modica (CLB)
Sine Yohannes

Linda Tatum (CLB)
Paulina Zamudio

Sarady Kong (CLB)

DEPARTMENT OF PUBLIC HEALTH
CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH HIV
(MEDICAL CARE COORDINATION SERVICES) CONTRACT

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**DEPARTMENT OF PUBLIC HEALTH
CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH HIV
MEDICAL CARE COORDINATION SERVICES**

Amendment No. 2

THIS AMENDMENT is made and entered into this 4/27/2022.

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 "CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH HIV (MEDICAL CARE COORDINATION SERVICES) CONTRACT", dated November 18, 2019, and further identified as Contract No. PH-003754, and all subsequent Amendments thereto (all hereafter "Contract"); and

WHEREAS, County has been awarded grant funds from 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, on February 26, 2019, the Board of Supervisors delegated authority to the Director of the Department of Public Health (Public Health), or designee, to execute amendments to the Contract that extend the term for up to two additional one-year terms through February 29, 2024; and

WHEREAS, it is the intent of the parties hereto to amend Contract to extend the

term for the period of March 1, 2022 to February 28, 2023, for the continued provision of medical care coordination services for Ryan White Program clients, and make other hereafter designated changes, including updating certain terms and provisions and amending exhibits and schedules to update the statement of work and budget(s); 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 if fully set forth herein.

2. This Amendment shall be effective upon execution for the term effective March 1, 2022 through February 28, 2023.

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

4. Paragraph 3, DESCRIPTION OF SERVICES, Subparagraph A shall be deleted in its entirety and replaced as follows:

"A. Contractor shall provide services in the manner described in Exhibits A and A.1 (Statement(s) of Work), attached hereto and incorporated herein by reference."

5. Paragraph 4, TERM OF CONTRACT, 1st subparagraph, shall be deleted in its entirety and replaced as follows:

"4. TERM OF CONTRACT- The term of this Contract shall be effective

upon execution for the term effective March 1, 2022 through February 28, 2023 and shall continue in full force and effect unless sooner terminated or extended, in whole or in part, as provided in this Contract.”

6. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, Subparagraph G, shall be added to read as follows:

“5. MAXIMUM OBLIGATION OF COUNTY:

G. For the period of March 1, 2022 through February 28, 2023, the maximum obligation of County for all services provided shall not exceed four hundred ninety-three thousand, three hundred eighty-seven dollars (\$493,387), as set forth in Exhibit B, Schedule 4, attached hereto and incorporated herein by reference.”

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

“6. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, A.1 and in accordance with Exhibit B attached hereto and incorporated herein by reference.

B. The Contractor shall 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 shall be submitted electronically to the 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, County shall make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Invoices shall be submitted electronically to the Public Health Division of HIV and STD Programs (DHSP) Financial Services Division 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 agreements 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 shall 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 sixty (60) days at any point during the term of this Contract.”

8. Paragraph 12, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, shall 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 shall 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, shall be delivered to

the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall 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 shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall 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), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, 3rd Floor Suite 3031
Commerce, California 90022

Attention: Manager Contract Monitoring Section

Contractor also shall 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 shall 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) shall 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 Agents additional insured status shall 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 shall 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 shall 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 shall 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 the 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 shall 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 shall 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, shall 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 shall 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 shall 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 shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall 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 shall 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

shall 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 shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors 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 shall 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 shall 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."

9. Paragraph 13, INSURANCE COVERAGE REQUIREMENTS, shall 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 shall 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 ten (10) days in advance of cancellation for non-payment of premium and thirty (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 3 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."

10. Paragraph 16, RECORD RETENTION AND AUDITS, Subparagraph E, shall be deleted in its entirety and replaced as follows:

"E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect. The audit shall be in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller

General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is/are delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representative upon request. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period."

11. Paragraph 18A, CONTRACTOR'S CHARITABLE ACTIVITIES

COMPLIANCE, shall be deleted in its entirety and replaced as follows:

"18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates

entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)."

12. Paragraph 18D, WHISTLEBLOWER PROTECTIONS, Subparagraph A shall 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."

13. Paragraph 18E, LIQUIDATED DAMAGES, Subparagraphs A and B shall be deleted in its 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, 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 determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director 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 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 failure of the Contractor 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."

14. Paragraph 18G, PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES, shall be deleted in its entirety and replaced as follows:

“18G. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit I, People with HIV/AIDS Bill of Rights and Responsibilities (Bill of Rights) document. Director shall notify Contractor of any revision of the Bill of Rights, which shall become part of this Contract.

Contractor shall post this Bill of Rights document and/or Contractor-specific higher standard at all Care services provider sites, and disseminate it to all patients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the Bill of Rights. In addition, Contractor shall notify of and provide to its officers, employees, and agents, the Bill of Rights document and/or Contractor-specific higher standard.

If Contractor chooses to modify this Bill of Rights document, Contractor shall demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the DHSP Bill of Rights document.”

15. Paragraph 18L, DHSP GRIEVANCE PROGRAM, shall be deleted in its entirety and replaced as follows:

“18L. 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.”

16. Paragraph 18M, CHILD/ELDER ABUSE/FRAUD REPORT, shall be added as a new provision to read as follows:

“18M. CHILD/ELDER ABUSE/FRAUD REPORT

A. Contractor's mandated reporting staff working on this Contract that are subject to California Penal Code (PC) Section 11164 et seq. shall comply with the reporting requirements described in PC Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by the aforementioned Code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such

abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

B. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.

C. Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code (WIC), Section 15600 et seq. shall comply with the reporting requirements described in WIC Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

D. Elder abuse reports shall be made by telephone to the Department of Workforce Development, Aging, and Community Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.

E. Contractor staff working on this Contract shall also immediately report all suspected fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970 unless otherwise restricted by law from disclosing such information."

17. Paragraph 22, NOTICES, Subparagraph A, shall 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"

18. Paragraph 24, ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS, shall be deleted in its entirety and replaced as follows:

"24. 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. The Contractor shall 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 shall require a written Amendment to the 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 shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County 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.

C. 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.”

19. Paragraph 31, of the ADDITIONAL PROVISIONS, COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM, Subparagraph A, shall be deleted in its entirety and replaced as follows:

”31 COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit L, attached hereto and incorporated by reference.”

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

“34. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, 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 the Department of Workforce Development, Aging and Community Services at

bservices@wdacs.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees, as defined in Paragraph CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST, and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

C. Contractor shall only be bound by this Section to the extent that it does not conflict with applicable labor agreements, or State, federal or local law.”

21. Paragraph 43 of the ADDITIONAL PROVISIONS, DATA ENCRYPTION, shall be deleted in its entirety and replaced as follows:

“43. DATA ENCRYPTION:

Contractor and any Subcontractor(s) shall comply with the encryption standards set forth below for electronically transmitted or stored personal information (PI), protected health information (PHI) and/or medical information (MI). PI is defined in California Civil Code Section 1798.29(g). PHI is defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(g).

- a. Stored Data: Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special

Publication 800-57 Recommendation for Key Management- Part 1:

General (Revision 3); (3) NIST Special Publication 800-57.

Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

- b. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application- Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

Certification: The County must receive within 10 business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.”

22. Paragraph 44, of the ADDITIONAL PROVISIONS, FACSIMILE REPRESENTATION, shall be deleted and replaced as follows:

“44. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS:

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to ALTERATIONS AND TERMS/AMENDMENTS Paragraph and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.”

23. Paragraph 64, of the ADDITIONAL PROVISIONS, REPORTS, shall 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.”

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

"72. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION: The County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were 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 the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>.

Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts."

25. Paragraph 86 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL shall be added to the ADDITIONAL PROVISIONS to read as follows:

86. 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 M (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.”

27. Exhibit A.1, Statement of Work, shall be added to the Contract as shown in the document attached hereto and incorporated herein by reference.

28. Schedule 4, BUDGET(S), shall be attached hereto and incorporated herein by reference.

29. Exhibit M, COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE, attached hereto and incorporated herein by reference, shall be added to the Contract.

Except for the changes set forth herein above, Agreement 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

Barbara Ferrer

By Barbara Ferrer (Apr 27, 2022 15:21 PDT)

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

CITY OF LONG BEACH, DEPARTMENT
OF HEALTH & HUMAN SERVICES
Contractor

By Dunda J. Jarama
Signature

Thomas B. Modica

Printed Name

Title City Manager

APPROVED AS TO FORM AND RETURNED

April 19, 2022
CHARLES PARKIN, City Attorney

By

Taylor M. Anderson
DEPUTY CITY ATTORNEY

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RODRIGO A. CASTRO-SILVA
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

Lisa Delgadillo

By Lisa Delgadillo (Apr 27, 2022 12:08 PDT)

Contracts and Grants Division Management

DA #06231.vt

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

DHSP MCC PH-003754-2

**STATEMENT OF WORK
FOR
CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH HIV
(MEDICAL CARE COORDINATION SERVICES)**

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EXHIBIT A.1

STATEMENT OF WORK, MCC SERVICES

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

1. Exhibit A, Paragraph 3.1, PROVIDE MCC SERVICES TO PERSONS LIVING WITH HIV, , shall be deleted in its entirety and replaced to read as follows:

“3.1 Provide MCC Services to Persons Living with HIV: Contractor shall provide MCC services to persons living with HIV in accordance with standards of care and MCC guidelines. Services shall be prioritized for newly diagnosed persons living with HIV and the MCC team shall work diligently to reengage individuals lost to care. During the term effective March 1, 2022 through February 28, 2023, Contractor must provide MCC services to two hundred two (202) clients annually as described in Table 2, via an MCC team, to clients living with HIV in Los Angeles County. See SOW Sections 7.3 and 7.4 for a description of the MCC team composition. “

2. Exhibit A, Paragraph 3.7, COMPLY WITH AND MAINTAIN ADMINISTRATIVE PROCEDURES AND OPERATIONAL PROTOCOLS, subparagraph 3.7.5 shall be deleted in its entirety and replaced to read as follows:

“3.7 Comply with and Maintain Administrative Procedures and Operational Protocols

3.7.5 Contractor shall review, at a minimum once annually, each client record/file to assess whether required documentation is completed properly, in a timely manner, and maintained within client records.”

3. Exhibit A, Paragraph 7.17, SCREEN FOR RWP ELIGIBILITY PRIOR

TO PROVISION OF SERVICES, shall be deleted in its entirety and replaced to read as

follows:

"7.17 Screen for RWP Eligibility Prior to Provision of Services:

By law, Ryan White HIV/AIDS Treatment Modernization Act of 2009 is the payer of last resort. As such providers are required to determine and verify an individual's eligibility for services from all sources (See Attachment 4, Ryan White Program Eligibility Documentation and Verification) to ensure the individual is provided the widest range of needed medical and support services. This means a provider must coordinate benefits and ensure that the individual's eligibility for other private or public programs is determined at the time of intake. Eligibility needs to be reconfirmed annually to determine if the client's eligibility status for any other funding sources has changed. Providers will be required to verify what steps were taken to ensure Ryan White is the payer of last resort.

7.17.1 Each time a client presents for services, Contractor must verify the availability of client health insurance coverage (e.g., Medi-Cal, private, Medicare, etc.).

7.17.2 Additional eligibility documentation shall include, but not be limited to:

- a) HIV-positive diagnosis;
- b) Proof of Los Angeles County residency annually;
- c) Verification of client's income annually;
- d) A signed and dated Release of Information, which is compliant with the HIPAA, shall be conducted annually; and
- e) A signed and dated Limits of Confidentiality in compliance with State and federal Law.

SERVICE GOALS BY SITE

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

TABLE 2

March 1, 2022 through February 28, 2023

**Number of Medical Care Coordination Contract Goals by Service Delivery Site(s).
Please note: "No. of Patients" will refer to the number of unduplicated patients.**

Medical Care Coordination Goals		
Service Delivery Site	No. of Patients	No. of Direct Service Hours
Site # 1 2525 Grand Ave	192	5,394
Site # 2 6335 Myrtle Ave	10	284
TOTAL	202	5,678

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site # 1 of 2

- 1 Agency Name: City of Long Beach, Department of Health & Human Services
- 2 Executive Director: Kelly Colopy
- 3 Address of Service Delivery Site: 2525 Grand Avenue
Long Beach, California 90815
- 4 In which Service Planning Area is the service delivery site?
- | | |
|---|--|
| <u> </u> One: Antelope Valley | <u> </u> Two: San Fernando Valley |
| <u> </u> Three: San Gabriel Valley | <u> </u> Four: Metro Los Angeles |
| <u> </u> Five: West Los Angeles | <u> </u> Six: South Los Angeles |
| <u> </u> Seven: East Los Angeles | <u> X </u> Eight: South Bay |
- 5 In which Supervisorial District is the service delivery site?
- | | |
|---------------------------------------|--|
| <u> </u> One: Supervisor Solis | <u> </u> Two: Supervisor Mitchell |
| <u> </u> Three: Supervisor Kuehl | <u> X </u> Four: Supervisor Hahn |
| <u> </u> Five: Supervisor Barger | |
- 6 Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site? 95%

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site # 2 of 2

1	Agency Name:	City of Long Beach, Department of Health & Human Services
2	Executive Director:	Kelly Colopy
3	Address of Service Delivery Site:	6335 Myrtle Avenue Long Beach, California 90805

4 In which Service Planning Area is the service delivery site?

- | | |
|--|--|
| <input type="checkbox"/> One: Antelope Valley | <input type="checkbox"/> Two: San Fernando Valley |
| <input type="checkbox"/> Three: San Gabriel Valley | <input type="checkbox"/> Four: Metro Los Angeles |
| <input type="checkbox"/> Five: West Los Angeles | <input type="checkbox"/> Six: South Los Angeles |
| <input type="checkbox"/> Seven: East Los Angeles | <input checked="" type="checkbox"/> Eight: South Bay |

5 In which Supervisorial District is the service delivery site?

- | | |
|--|---|
| <input type="checkbox"/> One: Supervisor Solis | <input type="checkbox"/> Two: Supervisor Mitchell |
| <input type="checkbox"/> Three: Supervisor Kuehl | <input checked="" type="checkbox"/> Four: Supervisor Hahn |
| <input type="checkbox"/> Five: Supervisor Barger | |

6 Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site? 5%

SCHEDULE 4

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

**CORE HIV MEDICAL SERVICES FOR PERSONS LIVING WITH HIV
MEDICAL CARE COORDINATION SERVICES**

	<u>Budget Period</u> March 1, 2022 through <u>February 28, 2023</u>
Salaries	\$ 301,730
Employee Benefits	\$ 187,977
Travel	\$ 1,480
Equipment	\$ 0
Supplies	\$ 2,200
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 493,387

During the term of this Agreement, 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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090~~CONTRACTOR EMPLOYEE JURY SERVICE~~**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
~~CONTRACTOR EMPLOYEE JURY SERVICE~~

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

~~COVID-19 Vaccination Certification of Compliance~~
Urgency Ordinance, County Code Title 2 – Administration, Division 4 –
Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor
Personnel)

(Form already on file)

I, _____, on behalf of _____,
(the "Contractor"), certify that on County Contract _____ [ENTER
CONTRACT NUMBER AND NAME]:

_____ 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






City of Long Beach PH-003754-2 MCC (#06231)

Final Audit Report

2022-04-27

Created:	2022-04-27
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Final Audit Report

2022-04-27

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