

SECOND AMENDMENT TO CONTRACT NO. 32696

32696

THIS SECOND AMENDMENT TO CONTRACT NO. 32696 is made and entered, in duplicate, as of November 19, 2015 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 10, 2015, by and between LONG BEACH MEMORIAL MEDICAL CENTER, a non-profit for public benefit corporation ("Contractor") with offices located at 2901 Atlantic Avenue, Long Beach, California 90807 and the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for Pacific Gateway Workforce Investment Network ("Pacific Gateway").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with training and educational support to Pacific Gateway participants; and

WHEREAS, the parties entered Contract No. 32696 whereby Contractor agreed to provide such services; and

WHEREAS, the parties desire to extend the term and increase the Contract amount by \$299,600 for a total not to exceed amount of \$1,700,000;

NOW, THEREFORE, in consideration of the mutual terms and conditions in the Contract and in this Second Amendment, the parties agree as follows:

1. Section 2 of Contract No. 32696 is hereby amended to read as follows:

"2. TERM. The term of this Contract ("Term") shall be deemed to have commenced as of November 7, 2011, and unless sooner terminated pursuant to the provisions hereof, shall terminate on June 30, 2016. Either of the parties hereto shall have the right to terminate this Contract in its entirety at any time during the Term for any or no reason whatsoever by giving fifteen (15) days prior written notice of termination to the other party. City shall have the additional right to cancel any part of this Contract at any time during the Term for any reason whatsoever by giving fifteen (15) days' notice of

1 such cancellation to the Contractor.

2 Notwithstanding the foregoing, the City shall have the right to terminate and
3 cancel this Contract without notice, in its sole discretion, if the actions or non-action of
4 Contractor subjects the City to liability, legal obligations or program operation obligations
5 beyond the liability and obligations under the Contract Documents. If this Contract is
6 terminated prior to the expiration of the Term, Contractor shall be reimbursed for all
7 eligible program allowable costs which have been accrued but not paid through the
8 effective date of termination. Contractor agrees to accept such amount, plus all amounts
9 previously paid, as full payment and satisfaction of all obligations of City to Contractor."

10 2. Section 5 , Paragraph 1, of Contract No. 32696 is hereby amended
11 to read as follows:

12 "5. CONTRACT AMOUNT AND PAYMENT.

13 The total amount which shall be payable by City to Contractor for
14 Contractor's allowable services during the Term shall not exceed One Million Seven
15 Hundred Thousand Dollars (\$1,700,000)."

16 3. Except as expressly amended in this Second Amendment, all terms
17 and conditions in Contract No. 32696 are ratified and confirmed and shall remain in full
18 force and effect.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

3 LONG BEACH MEMORIAL MEDICAL
4 CENTER, a non-profit for public benefit
5 corporation

6 By Susan Crockett
7 Name Susan Crockett
8 Title Director, Clinical Workflow
9 Long Beach Memorial
10 By Judy Fox
11 Name Judy Fox
12 Title SR

13 "Contractor"

14 CITY OF LONG BEACH, a municipal
15 corporation

16 By [Signature] EXECUTED PURSUANT
17 TO SECTION 301 OF
18 THE CITY CHARTER.
19 City Manager
20 Assistant City Manager

21 "City"

22 This Second Amendment to Contract No. 32696 is approved as to form on

23 1-14, 2016

24 CHARLES PARKIN, City Attorney

25 By [Signature]
26 Deputy

Exhibit B
Statement of Work
H-1B Health Sector Training Project

In accordance with the terms of this contract amendment, Exhibit B is amended as follows:

CONTRACTOR: Long Beach Memorial Medical Center
Miller Children's Hospital
2901 Atlantic Avenue
Long Beach, CA 90807
(Hereinafter referred to as "LBMMC")

CONTRACT TERM: November 7, 2011 – October 31, 2015

CONTRACT AMOUNT: Not to Exceed \$1,700,000

NUMBER SERVED: 742 Participants

FUNDING SOURCE: Department of Labor – H-1B Visa Funds

Administered by the City of Long Beach, Pacific Gateway supports the workforce needs of the residents and businesses, through its one-stop career centers. The Long Beach Memorial Medical Center/Miller Children's Hospital (LBMMC) shall administer the program services described herein on behalf of Pacific Gateway.

I. PROGRAM SUMMARY:

The Health Sector Training Project with LBMMC will provide the following:

New Hire Training (362 Participants)

- Registered Nurse Orientation Training = 10
- Clinical Lab Scientists = 12 participants
- Certified Medical Assistants = 25
- Sterile Processing Technicians = 42
- Patient Care Assistants = 273 participants

Incumbent Worker Training (380 Participants)

- Home Safety Assistants = 3 participants
- Advanced Directive Liaisons = 4 participants
- Sterile Processing Technicians = 10 participants
- Nurse Practitioners = 12
- Registered Nurse Hospital Social Work Training = 30
- Medical Billing/Coding = 48
- Patient Care for Skilled Nursing Facility Workers = 273

II. FUNDING:

LBMCC shall be paid an amount not to exceed \$1,700,000. These funds will be reimbursed according to the Project Budget attached hereto. Funds available in support of this agreement are made possible through the Department of Labor under the H-1B Visa Funds.

III. TRAINING OUTCOMES – EMPLOYMENT VERIFICATION:

For those in customized training, LBMCC must provide employment verification for each eligible participant that successfully completes the training program.

IV. PROGRAM MANAGEMENT:

Pacific Gateway shall review actual program performance at the end of each training cohort. LBMCC agrees to hire all participants who successfully complete programs under New Hire Training category.

V. INVOICING PROCEDURES:

Invoices should be submitted every 5th of the month to Pacific Gateway, 3447 Atlantic Avenue, Long Beach CA 90807, Attention: Mildred Mota. Invoices must contain a record of the Match contributions.

VI. CONTINUATION OF CONTRACT:

Continuation of this contract is contingent upon the satisfactory achievement of the standards and goals of this agreement as determined by Pacific Gateway and/or availability of H-1B funds from the Department of Labor. If LBMCC cannot fulfill the obligations of this contract, Pacific Gateway's designated Program Manager must be notified in writing immediately.

VII. LETTER OF MODIFICATION:

All requests for contract modifications must be in writing and include detailed justification for such modifications. Pacific Gateway may initiate a letter of modification at any time during the contractual term with written concurrence from LBMCC.

IX. PROJECT BUDGET:

Grant Funded budget:

Item/Category	
Program Costs (Computers)	\$4,187.00
Project Coordinator	
Salary	\$195,886.00
Fringe (40%)	\$53,859.00
PCA Training	
PCA Instruction	
Salary	\$153,852.97
Fringe (40%)	\$62,924.76
PCA Project Coordinator	
Salary	\$55,000.00
Fringe (40%)	\$22,000.00
PCA Program Costs (background check, uniforms, syllabus, TB test, flu shot, training supplies)	\$17,172.90
Advance Directive Liaison	
ADL Instruction	

Salary	\$2,305.86
Fringe (40%)	\$922.34
Home Safely Training	
HS Instruction	
Salary	\$12,800.00
Fringe (40%)	\$5,120.00
Sterile Processing Technician Instruction	
SPT Instruction	
Salary	\$102,111.07
Fringe (40%)	
Clinical Lab Scientists Stipends	
4 Students/yr x 12,000 ea. X 3 years	\$130,200.00
Clinical Lab Scientists Preceptors	
2 Preceptors	
Salary	\$239,758.00
Fringe (40%)	\$95,904.00
Medical Billers	
MB Instruction	
Salary	\$40,175.00
RN Orientation Training	
RN Instruction	
Salary	\$549.04
Fringe (40%)	\$219.61
RN Hospital Social Worker Training	
RN SW Instruction	
Salary	\$18,443.88
Fringe (40%)	\$7,377.57
RN Vendors	\$21,000.00
Patient Care for SNF Training	
PC Instruction	
Salary	\$115,314.00
Fringe (40%)	\$46,125.00
SNF Program Costs (Syllabus, text books, training supplies)	\$4,471.00
Medical Assistant (3 cohorts)	
MA Instruction	
Salary	\$96,814.00
Fringe (40%)	\$39,000.00
MA Program Costs (background check, uniforms, syllabus, TB test, flu shot, training supplies)	\$10,000.00
Nurse Practitioner Training	
NP Instruction	
Salary	\$36,236.00
Fringe (40%)	\$14,495.00
NP Program Costs (Syllabus, text books, training supplies)	\$4,301.00
Total Grant Funded Budget	\$1,608,525.00

Match Contribution Budget:

Cash Match

Incumbent Wages	Avg Hours	Avg Wage	Workers	
EDT – Phlebotomy	68	17.25	27	\$31,947
Sterilization Tech.	383	16.5	10	\$92,495
PCA - Home Safely	56	15.75	9	\$14,013
Medical Billers	80	32	48	\$347,890.48
Nurse Practitioners	375	44.11	14	\$243,008.03
Patient Care – SNF	16	15	281	\$64,178.72
Social Workers	80	35	30	\$75,000
PCA Customized Program	--	--	--	\$324,210
Total Cash Match				1,192,742.23

In-Kind

Director, Workforce Development - Susan Crockett 20-60% annual salary/benefits X 4 years				\$411,768
Sim Lab Coordinator - Marcia Livingston 64 hours month/benefits X 20 months				\$71,303
CLS Director - Jana Lavendar: 15 months at 30% of salary, plus 40% benefits				\$52,500
Sim Lab Use - \$4 sq foot X 2000 sq feet = 8000 mo X 20% for 20 months				\$32,000
Total In-Kind				\$567,571
Total Match Contribution				\$1,760,313.23