

33434

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

Amendment No. 15

THIS AMENDMENT is made and entered into this 16th day
of December, 2014,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

CITY OF LONG BEACH
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) BENEFITS SPECIALTY SERVICES AGREEMENT", dated August 10, 1999, and
further identified as Agreement No. H-210813, and any Amendments thereto (all hereafter
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to increase
the maximum obligation of County and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a
written Amendment which is formally approved and executed by the parties; and

WHEREAS, the Amendment Format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on December 16, 2014.
2. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraph Q, shall

be amended to read as follows:

"4. MAXIMUM OBLIGATION OF COUNTY:

Q. During the period of April 1, 2014 through March 31, 2015, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Twenty-Seven Thousand, Five Hundred Thirty-Two Dollars (\$127,532). Effective December 16, 2014 through March 31, 2015, Fifty-Two Thousand, Two Hundred Fifty-Two Dollars (\$52,252) is allocated for increased benefits specialty services.

Such maximum obligation is comprised entirely of Ryan White Program A funds. This sum represents the total maximum obligation of County as shown in Schedules 20 and 20.1 attached hereto and incorporated herein by reference."

3. Paragraph 5, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, Subparagraph A, shall be amended to read as follows:

"5. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to 10 percent (10%) above or below each term's revised annual base maximum obligation; 2) reallocate funds between schedules within this Contract where such funds can be more effectively used by Contractor up to 10 percent of the term's revised annual base maximum obligation; and 3) make modifications to or within budget categories within each schedule and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available

from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between schedules in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within schedule budget categories shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract."

4. Paragraph 7, COMPENSATION, shall be amended to read as follows:

"7. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Schedules 20.1, and the BILLING AND PAYMENT Paragraph of the Contract

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

5. Paragraph 9, ALTERATION OF TERMS/AMENDMENTS, shall be replaced in its entirety to read as follows:

“9. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County’s Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County’s Board of Supervisors.

C. Notwithstanding Paragraph 9.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to 10 percent (10%) of each term's revised annual base maximum obligation and/or an increase or decrease in funding up to 10 percent (10%) above or below each term's revised annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 9.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each schedule, as reflected in the attached Schedule(s), and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract."

6. Paragraph 21, TIME OFF FOR VOTING, shall be added to read as follows:

"21. TIME OFF FOR VOTING:

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000."

7. Paragraph 22, WHISTLEBLOWER PROTECTIONS, shall be added to read as follows:

"22. WHISTLEBLOWER PROTECTIONS:

A. Per 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.

B. Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a

substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee.”

8. Effective on the date of this Amendment, Exhibit O.1, SCOPE(S) OF WORK FOR HIV/AIDS BENEFITS SPECIALTY SERVICES, shall be attached hereto and incorporated herein by reference.

9. Effective on the date of this Amendment, Schedule 20.1, BUDGET(S) FOR HIV/AIDS BENEFITS SPECIALTY SERVICES, shall be attached hereto and incorporated herein by reference.

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

By Cynthia A. Hardy
Cynthia A. Hardy, M.P.H.
Interim Director

CITY OF LONG BEACH

Contractor

By Patrick H. West Assistant City Manager
Signature

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Patrick H. West
Printed Name

Title City Manager
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARK J. SALADINO
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By Patricia Gibson
Patricia Gibson, Chief
Contracts and Grant Division

BL#03138

APPROVED AS TO FORM

1/27, 20 15
CHARLES PARKIN, City Attorney
By Linda T. Vu
LINDA T. VU
DEPUTY CITY ATTORNEY

EXHIBIT O.1

CITY OF LONG BEACH

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
BENEFITS SPECIALTY SERVICES AGREEMENT

1. Exhibit O, Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, shall be amended to read as follows:

"4. COUNTY'S MAXIMUM OBLIGATION: During the period of April 1, 2014 through March 31, 2015, the maximum obligation for all services provided hereunder shall not exceed One Hundred Twenty-Seven Thousand, Five Hundred Thirty-Two Dollars (\$127,532). Effective December 16, 2014 through March 31, 2015, Fifty-Two Thousand, Two Hundred Fifty-Two Dollars (\$52,252) is allocated to increased Benefit Specialty services."

2. Exhibit O, Paragraph 5, COMPENSATION, shall be amended to read as follows:

"5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Schedules 20 and 20.1 and the BILLING AND PAYMENT Paragraph of the Agreement attached hereto. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

3. Exhibit O, Paragraph 6, SERVICES TO BE PROVIDED, shall be replaced in its entirety to read as follows:

"6. SERVICES TO BE PROVIDED: During the period of this Agreement, Contractor shall provide such services as required by DHSP, including, but not be limited to the following activities.

A. Contractor shall provide benefit specialty services to a minimum of two hundred (200) clients for the period of April 1, 2013 through March 31, 2014.

Contractor shall provide benefits specialty services to a minimum of two hundred forty-six (246) clients for the period of April 1, 2014 through March 31, 2015.

B. Contractor shall provide a minimum of one thousand, six hundred sixty-four (1,664) hours of benefits specialty services for the period of April 1, 2013 through March 31, 2014.

Contractor shall provide a minimum of two thousand, forty-seven (2,047) hours of benefits specialty services for the period of April 1, 2014 through March 31, 2015.

C. Contractor shall provide a minimum of one hundred ten (110) clients with benefits specialty application assistance for the period of April 1, 2013 through March 31, 2014.

Contractor shall provide a minimum of one hundred thirty-five (135) clients with benefits specialty application assistance for the period of April 1, 2014 through March 31, 2015.

D. Contractor shall provide a minimum of three (3) benefits specialty orientation/workshop sessions for the period of April 1, 2013 through March 31, 2014.

Contractor shall provide a minimum of four (4) benefits specialty orientation/workshop sessions for the period of April 1, 2014 through March 31, 2015.

E. Contractor shall assist a minimum of one hundred fifty(150) clients with getting enrolled into public assistance programs and services for the period of April 1, 2013 through March 31, 2014.

Contractor shall assist a minimum of one hundred eighty-five (185) clients with getting enrolled into public assistance programs and services for the period of April 1, 2014 through March 31, 2015.”

SCHEDULE 20.1
CITY OF LONG BEACH
HIV/AIDS BENEFITS SPECIALTY SERVICES

	<u>Budget Period</u> December 16, 2014 through March 31, 2015
Salaries	\$ 21,794
Employee Benefits	\$ 10,650
Travel	\$ 334
Equipment	\$ 0
Supplies	\$ 1,060
Other Costs	\$ 0
Consultants/Subcontracts	\$ 11,520
Indirect Cost*	\$ <u>6,894</u>
TOTAL PROGRAM BUDGET	\$ 52,252

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.

SERVICE DELIVERY SITE QUESTIONNAIRE

CITY OF LONG BEACH

CONTRACT GOALS AND OBJECTIVES

REVISED TABLE 2

April 1, 2014 – March 31, 2015

Contract Goals and Objectives	Benefit Specialty Services		Application Assistance	Orientation/Work Shop Sessions		Benefits Enrollment	Appeals Referral
	No. of Clients	No. of Hours	No. of Clients	No. of Hours	No. of Sessions	No. of Clients Enrolled	No. of Clients Referred
Site # 1	246	2,047	135	7	4	185	12
Site # 2							
Site # 3							
Site # 4							
TOTAL	246	2,047	135	7	4	185	12