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January 7, 2019

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

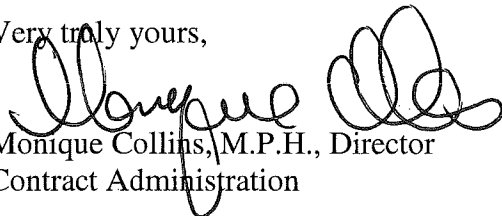
Dear Ms. Colopy:

FULLY EXECUTED AMENDMENT: CONTRACT NUMBER PH-002425, HIV/AIDS AMBULATORY OUTPATIENT MEDICAL SERVICES

Enclosed is your agency's fully executed Amendment for Contract No. PH-002425-6, which reflects the revised delegated authority percentage language of 25% and reflects some updated Board approved contract provisions that have been amended and/or added to this Contract, effective date of execution. Please note all applicable performance requirements as stipulated in this document.

If you have any questions regarding your Contract, please call Karla Gonzalez of my staff, at (213) 351-8078.

Very truly yours,


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

MC:kg

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Enclosures (2)

c: Anissa Davis (CLB)
Paulina Zamudio

Patrick West (CLB)
Dave Young

Thomas Modica (CLB)
Chron (CAD)

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SPAS 2-8 AMBULATORY OUTPATIENT MEDICAL SERVICES CONTRACT
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Contract No. PH-002425

**DEPARTMENT OF PUBLIC HEALTH
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SPAS 2-8 AMBULATORY OUTPATIENT MEDICAL SERVICES CONTRACT**

Amendment No. 6

THIS AMENDMENT is made and entered into this 30th day
of October, 2018,

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) SPAS 2-8 AMBULATORY OUTPATIENT MEDICAL SERVICES CONTRACT", dated November 20, 2012, and further identified as Contract No. PH-002425 and any 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 Number 93.914; which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter "Ryan White Program"), Part A funds; and

WHEREAS, it is the intent of the parties hereto to amend Contract to modify the Funding/Services Adjustments and Reallocation and Alteration of Terms/Amendments; and

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

WHEREAS, on October 30, 2018, the Board of Supervisors approved the Director of Public Health, or designee, to execute amendments to Contract to increase funding and revise the Funding/Services Adjustments and Reallocation and Alteration of Terms/Amendments to reflect a change in the delegated authority percentage from 10 percent to 25 percent; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Contract and consistent with the professional standard of care for these services.

NOW THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective October 30, 2018.

2. Paragraph 6, Subparagraph A, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, shall be revised to read as follows:

“6. 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 25% above or below each term’s annual base maximum obligation; 2) reallocate funds between schedules within this Contract where such funds can be more effectively used by Contractor up to 25%

of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each schedule, as reflected in Exhibit C, 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."

3. Paragraph 7, Subparagraph C, ALTERATION OF TERMS/AMENDMENTS, shall be revised to read as follows:

7. ALTERATION OF TERMS/AMENDMENTS:

"C. Notwithstanding Paragraph 7.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 25% of each term's annual base maximum obligation and/or an increase or decrease in funding up to 25% above or below each term's 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 the 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."

4. Paragraph 2, ASSIGNMENT AND DELEGATION, of the ADDITIONAL PROVISIONS, shall be revised to read as follows:

"2. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

B. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

C. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of

any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

D. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

5. Paragraph 11, CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS, of the ADDITIONAL PROVISIONS, shall be revised to read as follows:

"11. CONSIDERATION OF HIRING GAIN/GROW PROGRAM

PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give

consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GainGrow@dpss.lacounty.gov and BServices@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

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

6. Paragraph 61, COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES, shall be added to the ADDITIONAL PROVISIONS to read as follows:

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

7. Paragraph 62, DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT), shall be added to the ADDITIONAL PROVISIONS to read as follows:

“62. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT):

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

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

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

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

consultation with the contracting department(s), shall decide whether to approve exemption requests.”

8. Paragraph 63, COMPLIANCE WITH THE COUNTY POLICY OF EQUITY, shall be added to the ADDITIONAL PROVISIONS to read as follows:

“63. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY:

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE)

(<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the

County strives to provide a workplace free from discrimination,

harassment, retaliation and inappropriate conduct based on a protected

characteristic, and which may violate the CPOE. The contractor, its

employees and subcontractors acknowledge and certify receipt and

understanding of the CPOE. Failure of the Contractor, its employees, or

its subcontractors to uphold the County's expectations of a workplace free

from harassment and discrimination, including inappropriate conduct

based on a protected characteristic, may subject the Contractor to

termination of contractual agreements as well as civil liability.”

9. Except for the changes set forth hereinabove, Contract shall not be changed in any other 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 subscribed by its 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 
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

CITY OF LONG BEACH

Contractor

By 
Signature

Patrick H. West

Printed Name

Title City Manager

(AFFIX CORPORATE SEAL)

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

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By 
Patricia Gibson, Chief
Contracts and Grants Division

APPROVED AS TO FORM

12/5, 2018
CHARLES PARKIN, City Attorney

By 
LINDA T. VU
DEPUTY CITY ATTORNEY

BL # 04287

DHSP AOM PH-002425-6