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May 19, 2015

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

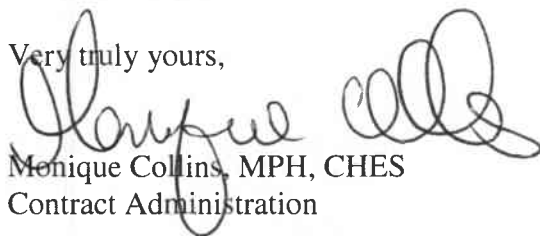
Dear Ms. Colopy:

**FULLY EXECUTED CONTRACT: CONTRACT NO. PH-002431-1, HIV/AIDS
SPAS 2-8 MEDICAL CARE COORDINATION SERVICES**

Enclosed is your agency's fully executed Contract No. PH-002431-1. This is the Agreement between the County of Los Angeles and City of Long Beach, Department of Health & Human Services for Medical Care Coordination Services to extend the contract for two additional terms, effective March 1, 2015 through February 28, 2017. Please note all applicable performance requirements as stipulated in this document.

If you have any questions regarding your contract, please call Vicki D. Ward of my staff, at (213) 351-8128.

Very truly yours,


Monique Collins, MPH, CHES
Contract Administration

MC:vw

R:\CAD\Contract Development and Processing\Development of Contracts\2015\Year 25-26 AOM-MCC DA renewals\3206\Amendments\Fully Executed Letters\PH-002431-2
CLB MCC FE Letter.doc

Enclosure

c: Sarady Kong (CLB) w/o attachments ✓
Carlos Vega-Matos
Dave Young
Contract File
Chron (CAD)

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SPAS 2-8 MEDICAL CARE COORDINATION SERVICES CONTRACT**

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

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this 24th
day of February, 2015,

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 MEDICAL CARE COORDINATION SERVICES CONTRACT", dated November 20, 2012, and further identified as Contract Number PH-002431, 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 (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, it is the intent of the parties hereto to amend Contract to extend the term and increase the maximum obligation of County and make other hereafter

designated changes; 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, the Amendment Format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective March 1, 2015.

2. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work identified as Exhibits A and A.1,) and all its attachments attached hereto and incorporated herein by reference."

3. The first paragraph of Paragraph 3, TERM OF CONTRACT, shall be amended to read as follows:

"3. TERM OF CONTRACT:

The term of this Contract shall be effective November 20, 2012 and shall continue in full force and effect through February 28, 2017, unless sooner terminated or extended, in whole or in part, as provided in this Contract."

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs H and I shall be added to read as follows:

"4. MAXIMUM OBLIGATION OF COUNTY:

H. Effective March 1, 2015 through February 29, 2016, the maximum obligation of County for all services provided hereunder shall

not exceed Four Hundred Sixty-One Thousand, Seven Hundred Fifty-Seven Dollars (\$461,757) as set forth in Schedule 4, attached hereto and incorporated herein by reference.

I. Effective March 1, 2016 through February 28, 2017, the maximum obligation of County for all services provided hereunder shall not exceed Four Hundred Sixty-One Thousand, Seven Hundred Fifty-Seven Dollars (\$461,757) as set forth in Schedule 5, attached hereto and incorporated herein by reference.”

5. Paragraph 16M, WHISTLEBLOWER PROTECTIONS, shall be added in its entirety to read as follows:

“16M. 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."

6. Paragraph 1, ADMINISTRATION, of the ADDITIONAL PROVISIONS, shall be replaced in its entirety to read as follows:

"1. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to

administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check

using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an Contract with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract."

7. Paragraph 59, TIME OFF FOR VOTING, of the ADDITIONAL PROVISIONS, shall be added in its entirety to read as follows:

"59. 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.”

8. Effective on the date of this Amendment, Exhibit C, Schedules 4 and 5, BUDGET(S) FOR HIV/AIDS SPAS 2-8 MEDICAL CARE COORDINATION SERVICES, attached hereto and incorporated herein by reference.

9. Effective on the date of this Amendment, Exhibit A.1, STATEMENT OF WORK FOR HIV/AIDS SPAS 2-8 MEDICAL CARE COORDINATION SERVICES, shall be attached hereto and incorporated herein by reference.

10. Except for the changes set forth herein above, Contract 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 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. Harding, M.P.H.
Interim Director

CITY OF LONG BEACH

Contractor
By  Assistant City Manager
Signature
Patrick H. West EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
Printed Name
City Manager
Title
(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, Chief
Contracts and Grants Division

DA#3206:vt

DHSP MCC PH-002431-1

APPROVED AS TO FORM
4/28 20 15
CHARLES PARKIN, City Attorney
By 
LINDA T. VU
DEPUTY CITY ATTORNEY

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SPAS 2-8 MEDICAL CARE COORDINATION SERVICES EXHIBIT**

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EXHIBIT A.1

CITY OF LONG BEACH

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SPAS 2-8 MEDICAL CARE COORDINATION SERVICES**

1. Exhibit A, Paragraph 3, COUNTY'S MAXIMUM OBLIGATION,

Subparagraphs D, and E, shall be added to read as follows:

"3. COUNTY'S MAXIMUM OBLIGATION:

D. During the period of March 1, 2015 through February 29, 2016, the maximum obligation of County shall not exceed Four Hundred Sixty-One Thousand, Seven Hundred Fifty-Seven Dollars (\$461,757)."

E. During the period of March 1, 2016 through February 28, 2017, the maximum obligation of County shall not exceed Four Hundred Sixty-One Thousand, Seven Hundred Fifty-Seven Dollars (\$461,757)."

2. Exhibit A, Paragraph 4, COMPENSATION, shall be amended to read as

follows:

"4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Exhibit C, Schedules 4 and 5, and the INVOICES AND PAYMENT Paragraph of the Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

3. Exhibit A, first paragraph of Paragraph 5, CLIENT/PATIENT ELIGIBILITY,

shall be amended to read as follows:

"5. CLIENT/PATIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing a protocol to document that individuals receiving services under this Contract meet the eligibility criteria outlined in PERSONS TO BE SERVED paragraph. Verification of client's Los Angeles County residency, income, and insurance status shall be conducted every six months."

4. Exhibit A, Paragraph 6, CLIENT/PATIENT FEE SYSTEM, Subparagraph C, shall be amended to read as follows:

"6. CLIENT/PATIENT FEE SYSTEM:

C. Procedures and forms used in determining whether client is covered by any third party payor, such as Medicare, Medi-Cal, managed care program, or other public or private health insurance."

5. Exhibit A1, Paragraph 8, SERVICES TO BE PROVIDED, Subparagraphs H and I, shall be added to read as follows:

"8. SERVICES TO BE PROVIDED:

H. Contractor shall provide a minimum of six thousand, six hundred fifty-six (6,656) hours of Medical Care Coordination services for a minimum of two hundred twenty-nine (229) unduplicated patients for the period of March 1, 2015 through February 29, 2016.

I. Contractor shall provide a minimum of six thousand, six hundred fifty-six (6,656) hours of Medical Care Coordination services for a minimum of two hundred twenty-nine (229) unduplicated patients for the period of March 1, 2016 through February 28, 2017.

SERVICE DELIVERY SITE QUESTIONNAIRE

CITY OF LONG BEACH

CONTRACT GOALS AND OBJECTIVES

TABLE 3

March 1, 2015 through February 29, 2016

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

Medical Care Coordination Goals & Objectives			
	No. of Patients	No. Direct Service Hours	% of Referrals Linked
Site # 1	229	6,656	85%
Site # 2			
Site # 3			
Site # 4			
Site # 5			
TOTAL	229	6,656	85%

SERVICE DELIVERY SITE QUESTIONNAIRE

CITY LONG BEACH

CONTRACT GOALS AND OBJECTIVES

TABLE 3

March 1, 2016 through February 28, 2017

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

Medical Care Coordination Goals & Objectives			
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Site # 2			
Site # 3			
Site # 4			
Site # 5			
TOTAL	229	6,656	85%

EXHIBIT C

SCHEDULE 4

CITY OF LONG BEACH

SPAS 2-8 MEDICAL CARE COORDINATION SERVICES

	<u>Budget Period</u> <u>March 1, 2015</u> <u>Through</u> <u>February 29, 2016</u>
Salaries	\$ 281,016
Employee Benefits	\$ 145,370
Total Salaries and Benefits	<u>\$ 426,386</u>
Travel	\$ 473
Equipment	\$ 0
Supplies	\$ 787
Other	\$ 0
Consultants/Subcontractors	\$ 0
Indirect Costs*	<u>\$ 34,111</u>
TOTAL PROGRAM BUDGET	\$ 461,757

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. 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.

EXHIBIT C
SCHEDULE 5
CITY OF LONG BEACH
SPAS 2-8 MEDICAL CARE COORDINATION SERVICES

	<u>Budget Period</u> March 1, 2016 Through February 28, 2017
Salaries	\$ 281,016
Employee Benefits	\$ 145,370
Total Salaries and Benefits	<u>\$ 426,386</u>
Travel	\$ 473
Equipment	\$ 0
Supplies	\$ 787
Other	\$ 0
Consultants/Subcontractors	\$ 0
Indirect Costs*	<u>\$ 34,111</u>
TOTAL PROGRAM BUDGET	\$ 461,757

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