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May 29, 2018

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE 18 CONTRACT AMENDMENTS FOR CHILDREN'S HEALTH
OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION SERVICES TO EXTEND THE
TERM EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2021
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute 18 contract amendments for the continued provision of Children's Health Outreach, Enrollment, Utilization, and Retention services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or her designee, to execute 18 contract amendments, substantially similar to Exhibit I, with the contractors listed in Attachment A, which include four (4) sole source contracts, for the continued provision of Children's Health Outreach, Enrollment, Utilization, and Retention (CHOEUR) services, to extend the contract term effective July 1, 2018 through June 30, 2019, at a total maximum obligation of \$4,380,896 (as detailed in Attachment A); 100 percent offset by a California Department of Health Care Services (DHCS) Medi-Cal Administrative Activities (MAA) award of United States Department of Health and Human Services Medical Assistance Program, Catalog of Federal Domestic Assistance Number 93.778.

2. Delegate authority to the Director of DPH, or her designee, to execute amendments to the contracts that extend the term for up to two (2) additional one-year terms through June 30, 2021, at amounts to be determined by DPH based upon available funding; adjust the term through December 31, 2021; allow the rollover of unspent contract funds; provide an internal reallocation of funds between budgets, as applicable, up to 10 percent of each term's annual base maximum obligation; and/or provide an increase or decrease in funding up to 10 percent above or below each



BOARD OF SUPERVISORS

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 May 29, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

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, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director of DPH, or her designee, to execute change notices to the contracts that authorize modifications to or within budget categories, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to execute amendments to extend the term and increase the total maximum obligation of 18 CHOEUR services contracts, comprised of four (4) sole source and 14 solicited contracts, effective July 1, 2018 through June 30, 2019.

CHOEUR services include outreach and enrollment for health coverage, individual assessments of health coverage eligibility, techniques to reduce barriers to health coverage enrollment and utilization of benefits, and implementation of strategies to support health coverage retention. The service delivery format includes community outreach and education; presentations; enrollment events; eligibility assessment; and assistance with enrollment and application, utilization of service, and eligibility re-assessment.

Under the recommended contract extensions, contractors will continue to provide CHOEUR services to uninsured children, families, and individuals in Los Angeles County (County) who may be eligible for Medi-Cal, Covered California, My Health LA, and other no/low-cost health coverage programs.

Extension of the sole source contract with Los Angeles Unified School District (LAUSD) will allow school-based outreach, enrollment, utilization, and retention services for uninsured students and families eligible for low-cost health programs such as Medi-Cal, Healthy Kids, and Children's Health Access and Medical Programs.

Extension of the sole source contract with Los Angeles County Office of Education (LACOE) will allow LACOE to continue to coordinate and implement the Health Outreach Program (HOP), a school-based outreach and enrollment program for uninsured students and families. HOP consists of DPH CHOEUR contractors, state Certified Enrollment Entities, Certified Enrollment Counselors, and Certified Educators. Participation by DPH CHOEUR contractors in HOP provides access to non-LAUSD public schools and districts, Special Education Schools, County Community Schools, Cal SAFE Schools, Los Angeles County Juvenile Detention Centers, and Probation Camps in Los Angeles County.

City of Pasadena (COP) and City of Long Beach (CLB) are cities within Los Angeles County that have their own public health department and provide outreach and enrollment services to the uninsured populations in their respective cities. COP and CLB have incorporated outreach and enrollment services into other programs including the Pasadena/Altadena Health Partnership, Young and Healthy, the Black Infant Health Program, the Comprehensive Perinatal Services Program, and the Child Health and Disability Prevention Program. Extension of the sole source contracts with COP and CLB will allow these cities to continue to provide CHOEUR services to uninsured children and families in their cities.

Through these 18 contracts, County residents will continue to receive assistance in navigating the complex health coverage system through the help of certified and trained community advocates.

Approval of Recommendation 2 will allow DPH to execute amendments to the contracts to extend and/or adjust the term of the contracts; rollover unspent funds; internally reallocate funds between budgets, as applicable, up to 10 percent of the annual base maximum obligation; and/or increase or decrease funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommended action will enable DPH to amend the contracts to adjust the term for a period of up to six (6) months beyond the anticipated expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Recommendation 2 will also enable DPH to amend contracts to allow for the provision of additional services that are above the service level identified in the current contract and/or the inclusion of reimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed contract, the County may determine that the Contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Approval of Recommendation 3 will allow DPH to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

Implementation of Strategic Plan Goals

The recommended actions support Strategy II.2, Support the Wellness of Our Communities, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total cost for the 18 recommended contract extensions for the period effective July 1, 2018 through June 30, 2019 is \$4,380,896, which reflects a 10 percent reduction in comparison to the previous contract term; fully offset by DHCS MAA funds.

There is no net County cost associated with this action.

Funding is included in DPH's Recommended Budget for fiscal year (FY) 2018-19 and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current CHOEUR service contracts were originally fully funded by MAA grant funds through the Los Angeles County Families First Proposition 10 Commission (First 5 LA) for Healthy Kids Medi-Cal Outreach and Enrollment Services. Since then, additional funding sources, which include Assembly Bill (AB) 82 funds and Senate Bill (SB) 18 funds from DHCS, became available for CHOEUR

services. Additionally, in FY 2016-17 DPH received California Coverage and Health Initiatives funds which allowed for outreach and enrollment services to be provided specifically to children with Autism Spectrum Disorder and at risk of losing Behavioral Health Treatment services.

County Counsel has reviewed and approved Exhibit I as to use.

Attachment A identifies the 18 contractors and funding information.

CONTRACTING PROCESS

On June 4, 2013, your Board authorized DPH to execute 19 new CHOEUR service contracts, effective July 1, 2013 through June 30, 2015, and delegated authority to extend the contract term for two (2) additional one-year terms with an option to extend for up to six (6) additional months. Fourteen (14) of these contracts resulted from a competitive solicitation process conducted by DPH and five (5) were non-competitively bid (sole source).

On June 16, 2015, your Board delegated authority to DPH to execute amendments to the 19 contracts to extend the term through December 31, 2018.

Subsequently, DPH exercised delegated authority and amended the contracts to extend the term through June 30, 2018.

On March 14, 2018, as required under Board Policy 5.100, your Board was notified of DPH's intent to extend the term of four (4) sole source contracts for the provision of CHOEUR services, effective July 1, 2018 through June 30, 2019.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to continue CHOEUR services that provide comprehensive and coordinated health coverage outreach, enrollment, utilization, and retention services to improve health access for low income families throughout the County.

The Honorable Board of Supervisors

5/29/2018

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Respectfully submitted,

A handwritten signature in black ink that reads "Barbara Ferrer". The signature is written in a cursive, flowing style.

Barbara Ferrer, PhD, MPH, MEd

Director

BF:dm

#04263

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
 CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION SERVICES CONTRACTS
 FUNDING TERM: JULY 1, 2018 THROUGH JUNE 30, 2019

ATTACHMENT A

CONTRACT NUMBER	CONTRACTOR	SD* SERVED	SPA** SERVED	TOTAL FUNDING FY 2017-2018	FUNDING REDUCTION	TOTAL FUNDING FY 2018-2019
1	PH-002506 Asian Pacific Health Care Venture, Inc.	3	3,4	\$ 344,901	10%	\$ 310,411
2	PH-002497 Child and Family Guidance Center	3	2	\$ 223,014	10%	\$ 200,713
3	PH-002495 Citrus Valley Health Partners, Inc.	1	3	\$ 365,000	10%	\$ 328,500
4	PH-002508 City of Long Beach***	4	8	\$ 176,514	10%	\$ 158,863
5	PH-002516 City of Pasadena***	5	3	\$ 60,000	10%	\$ 54,000
6	PH-002496 Community Health Councils, Inc.	2	6,8	\$ 438,281	10%	\$ 394,453
7	PH-002503 Crystal Stairs, Inc.	2	8	\$ 309,906	10%	\$ 278,915
8	PH-002498 Dignity Health dba California Health Medical Center	1	4,6	\$ 351,884	10%	\$ 316,696
9	PH-002494 Human Services Association	1	7	\$ 300,000	10%	\$ 270,000
10	PH-002507 Los Angeles Unified School District***	All	Schools	\$ 173,250	10%	\$ 155,925
11	PH-002499 Maternal and Child Health Access	1	3,4,6,7	\$ 531,016	10%	\$ 477,914
12	PH-002501 Northeast Valley Health Corporation	3	2	\$ 310,493	10%	\$ 279,444
13	PH-002509 St. Francis Medical Center of Lynwood Foundation	2	7	\$ 219,410	10%	\$ 197,469
14	PH-002514 Tarzana Treatment Centers, Inc.	5	1	\$ 190,000	10%	\$ 171,000
15	PH-002502 Valley Community Healthcare	3	2	\$ 226,493	10%	\$ 203,844
16	PH-002515 Venice Family Clinic	3	5	\$ 190,000	10%	\$ 171,000

TRAINING SERVICES

17	PH-002500 Maternal and Child Health Access	All	Countywide	\$ 300,000	10%	\$ 270,000
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LACOE SCHOOL SERVICES

18	PH-002513 Los Angeles County Office of Education***	All	Schools	\$ 157,500	10%	\$ 141,750
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TOTAL MAXIMUM OBLIGATION: \$ 4,867,662 10% \$ 4,380,896

*SD = Supervisorial District
 **SPA = Service Planning Area
 *** = Sole Source Contract

**DEPARTMENT OF PUBLIC HEALTH
CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND
RETENTION SERVICES
Amendment No. XX**

THIS AMENDMENT is made and entered into this _____ day
of _____, 2018,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

XXXXXXXXXXXXXXXXXXXXX (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled "Children's Health Outreach, Enrollment, Utilization and Retention Services ", dated June 4, 2013, and further identified as Contract No. PH-XXXXXX, and any Amendments thereto (all hereafter "Contract"); and

WHEREAS, County has been awarded grant funds from the United States Department of Health and Human Services Medical Assistance Program, Catalog of Federal Domestic Assistance Number 93.778 through the California Department of Health Care Services Medi-Cal Administrative Activities (MAA) to promote community based outreach, enrollment, utilization and retention services; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective July 1, 2018.

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

“2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibits A.3, A.4, A.5, and A.X (Statements of Work), and Exhibits B-1, B-2.1, B-3.2, B-4, B-5, B-6, and B-X (Scopes of Work), attached hereto and incorporated herein by reference.”

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

“3. TERM OF CONTRACT:

The term of this Contract shall be effective July 1, 2013 and shall continue in full force and effect through June 30, 2019, unless sooner terminated or extended, in whole or in part, as provided in this Contract.”

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, shall be revised to add Subparagraph J to read as follows:

“4. MAXIMUM OBLIGATION OF COUNTY:

J. Effective July 1, 2018 through June 30, 2019, the maximum obligation of County for all services provided hereunder shall not exceed XXX Hundred XXXX-XXXX Thousand, XXXX Hundred XXX-XXX Dollars (\$XXX, XXX) comprised of DHCS MAA funds, as set forth in Exhibit C-X, attached hereto and incorporated herein by reference.”

5. Paragraph 12, GENERAL PROVISION FOR ALL INSURANCE

COVERAGES, Subparagraph A, shall be revised to read as follows:

“A. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) 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 ten (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 Division
1000 South Fremont Avenue,
Building A-9 East, 5th Floor North, Mailbox 102
Alhambra, California 91803
Attention: Chief Contract Monitoring Unit

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.”

6. Paragraph 13, INSURANCE COVERAGE REQUIREMENTS, Subparagraphs C and D, shall be revised to read as follows:

“C. Workers’ Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or 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, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. 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 One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation."

7. Paragraph 21, NOTICES, Subparagraph A, shall be revised to read as follows:

"A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Children's Health Outreach Initiatives (CHOI)
600 South Commonwealth Avenue, Room 805
Los Angeles, California 90005

Attention: Project Director

(2) Department of Public Health
Contracts and Grants Division
1000 South Fremont Avenue
Building A-9 East, 5th Floor North, Mailbox 101
Alhambra, California 91803

Attention: Division Chief

8. 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 sub-paragraph, 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."

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

"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 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.”

10. Paragraph 62, ENCRYPTION STANDARDS, of the ADDITIONAL PROVISIONS, shall be revised to read as follows:

“62. DATA ENCRYPTION:

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

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.

C. Certification: The County must receive within ten (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 43 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

11. Effective on the date of this Amendment, Exhibit A.X, Statement of Work, for the term of July 1, 2018 through June 30, 2019 shall be attached hereto and incorporated herein by reference.

12. Effective on the date of this Amendment, Exhibit B-X, Scope of Work, for the

term of July 1, 2018 through June 30, 2019 shall be attached hereto and incorporated herein by reference.

13. Effective on the date of this Amendment, Exhibit C-X, Budget, for the term of July 1, 2018 through June 30, 2019 shall be attached hereto and incorporated herein by reference.

14. Except for the changes set forth hereinabove, all terms and conditions of the Contract shall remain the same.

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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, or her designee 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

XX.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

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

BL#04263