

**DEPARTMENT OF PUBLIC HEALTH
HIV/AIDS BENEFITS SPECIALTY SERVICES CONTRACT**

Paragraph	TABLE OF CONTENTS	Page
	<u>CONTRACT BODY (CB)</u>	
2.	Description of Services.....	2
3.	Term of Contract	2
4.	Maximum Obligation of County.....	2

**DEPARTMENT OF PUBLIC HEALTH
HIV/AIDS BENEFITS SPECIALTY SERVICES CONTRACT**

Amendment Number 1

THIS AMENDMENT is made and entered into this 1st day
of April, 2016,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

CITY OF LONG BEACH,
DEPARTMENT OF HEALTH &
HUMAN SERVICES
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) BENEFITS SPECIALTY SERVICES", dated April 1, 2015, and further identified as Contract No. PH-002900, and any Amendments thereto (all hereafter "Agreement");
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 on April 1, 2016.
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 Exhibits A and A.1 (Statement of Work), 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 April 1, 2015 and shall continue in full force and effect through March 31, 2017 unless sooner terminated or extended, in whole or in part, as provided in this Contract.”

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraph E,

shall be added to read as follows:

“4. MAXIMUM OBLIGATION OF COUNTY:

E. Effective April 1, 2016 through March 31, 2017, 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), as set forth in Exhibit C, Schedule 2, attached hereto and incorporated herein by reference.”

5. Effective on the date of this Amendment, Exhibit A.1, STATEMENT OF WORK FOR HIV/AIDS BENEFITS SPECIALTY SERVICES, shall be attached hereto and incorporated herein by reference.

6. Effective on the date of this Amendment, Exhibit C, Schedule 2, BUDGET(S) FOR HIV/AIDS BENEFITS SPECIALTY SERVICES, shall be attached hereto and incorporated herein by reference.

7. Except for the charges set forth hereinabove, Contract 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. Harding
Cynthia A. Harding, M.P.H.
Interim Director

CITY OF LONG BEACH, DEPARTMENT
OF HEALTH & HUMAN SERVICES

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

APPROVED AS TO FORM
April 20, 2016
CHARLES PARKIN, City Attorney
By Gary J. Anderson
GARY J. ANDERSON
PRINCIPAL DEPUTY CITY ATTORNEY

DA#03540
DHSP BSS CLB PH-002900-1

EXHIBIT A.1

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

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

1. Exhibit A, Paragraph 1, DESCRIPTION, shall be amended to read as follows:

“1. DESCRIPTION: HIV/AIDS Benefits Specialty Services are client-centered activities that facilitate a client’s access to public benefits and programs supported by funding streams other than the Ryan White Program. Benefits Specialty Services focus on assisting a client’s entry into and movement through care service systems outside of the Ryan White Program-funded service delivery network. It is the primary responsibility of the Benefits Specialists to ensure that their clients are receiving all the benefits and entitlements for which they are eligible.

Benefits Specialists educate clients about available benefits and provide assistance with the application process. When needed, Benefits Specialists shall also help prepare and facilitate relevant benefits appeals

HIV/AIDS Benefits Specialists shall assist clients in obtaining the following financial and insurance options: AIDS Drug Assistance Program (ADAP); Ability to Pay Program (ATP); Cal-WORKS (TANF); CARE/Health Insurance Premium Payment (HIPP); Entitlement programs; CalFresh (formerly known as Food Stamps); General Relief/General Relief Opportunities to Work (GROW); In-Home Supportive Services (IHSS); Healthy Families Program; Medicaid/Medi-Cal;

Medi-Cal/HIPP; Medicare; Medicare Buy-In Program; Patient Assistance Programs (Pharmaceutical Companies); Private Insurance; Section 8 and other housing programs; Social Security Disability Insurance (SSDI); State Disability Insurance; Supplemental Security Income (SSI); State Supplementary Payments(SSP); Unemployment Insurance (UI); Women, Infants and Children (WIC); Worker's Compensation; Other public/private benefits programs.”

2. Exhibit A, Paragraph 2, PERSONS TO BE SERVED, shall be amended to read as follows:

“2. PERSONS TO BE SERVED: HIV/AIDS Benefits Specialty Services shall be provided to persons living with HIV/AIDS residing within Los Angeles County in accordance with Attachment 1, “Service Delivery Questionnaire”, attached hereto and incorporated herein by reference. Such services shall be provided to persons in need of financial and/or health insurance programs so that they may better access, maintain, and adhere to primary HIV/AIDS health care and other support services.”

3. Exhibit A, Paragraph 3, COUNTY'S MAXIMUM OBLIGATION, Subparagraph B, shall be added to read as follows:

“3. COUNTY'S MAXIMUM OBLIGATION:

B. During the period of April 1, 2016 through March 31, 2017, 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).”

4. 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(s) as set forth in Schedule 2, 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.”

5. Exhibit A, Paragraph 6, CLIENT/PATIENT ELIGIBILITY, shall be amended to read as follows:

“6. CLIENT/PATIENT ELIGIBILITY: Contractor shall be responsible for ensuring that clients meet the following criteria: a) HIV-positive diagnosis, b) Los Angeles County residency, c) verification of income, and d) verification of insurance Verification of client’s Los Angeles County residency, income, and insurance shall be conducted every six (6) months.”

6. Exhibit A, Paragraph 8, SERVICES TO BE PROVIDED, Subparagraph D, E, and F shall be added to read as follows:

“8. SERVICES TO BE PROVIDED:

D. Contractor shall provide benefit specialty services to a minimum of one hundred sixty-one (161) clients for the period of April 1, 2016 through March 31, 2017.

E. Contractor shall provide a minimum of one thousand, eight hundred seventy-six (1,876) benefit specialty service hours for the period of April 1, 2016 through March 31, 2017.

F. Contractor shall provide a minimum of five (5)

orientation/workshop sessions for the period of April 1, 2016 through March 31, 2017.”

7. Exhibit A, Paragraph 9, DIRECT SERVICES, shall be amended to read as follows:

“9. DIRECT SERVICES: During the period of this Agreement, Contractor shall provide Benefits Specialty services to eligible clients in accordance with procedures formulated and adopted by Contractor’s staff, consistent with laws, regulations, the Los Angeles County Commission on HIV Benefits Specialty Standards of Care, and the terms of this agreement. Services include:

A. Client Intake: Client intake determines eligibility and includes demographic data, emergency contact information, and eligibility documentation. The complete intake process, including registration and eligibility, is required for every client throughout benefits specialty service delivery. All programs shall follow HIPAA guidelines and regulations for confidentiality.

(1) The following completed forms are required for each client and shall be kept on file in the client chart: release of information; limits of confidentiality; consent to receive services; clients rights and responsibilities; client grievance procedures; and program disclaimer that Benefits Specialty Services do not constitute legal advice or representation and that there is no guarantee of success in obtaining benefits.

B. Comprehensive Benefits Assessment: Benefits

assessments are cooperative, interactive, face-to-face interviews that are conducted in order to: determine a client's eligibility for public assistance programs; educate and identify client(s) eligibility for public assistance programs.

(1) Benefits assessments shall be completed during the first appointment with the client. In the event that a client, due to physical impairment or illness, is unable to come to an agency appointment, the benefits specialist shall go to the client's residence to complete the assessment and necessary follow-up.

(2) Benefits assessments require the following documentation to be kept on file in the client chart: date of assessment; signature and title of staff person completing the assessment; completed assessment/information form.

(3) Benefits Specialist shall document assistance provided to the client regarding ADAP in Benefits Specialty record (including in the assessment, the Benefits Service Plan, and progress notes).

Documentation is to only highlight minimal information such as:

- a. ADAP application assistance
- b. ADAP benefits management

All records related to a client's application to the ADAP program should be maintained separate from the Benefits Specialty chart and in accordance with the requirements outlined by the

California Department of Public Health, State Office of AIDS, AIDS Drug Assistance Program (see Program Records below).

C. Benefits Service Plan (BSP): In conjunction with the client, a Benefits Service Plan is developed to determine the goals and steps it takes for the client to meet their goals.

(1) BSP shall include the public assistance programs client applied.

(2) BSP shall identify the goals and steps for the client to attain goals; and disposition of the application for each public assistance program as it is completed, changed or determined to be unattainable.

(3) BSP shall ensure that the Benefits Specialist continues to address and document existing and newly identified Individual Benefits Service Plan goals.

(4) BSP shall include date, time spent, outcome, and signature by client and Benefits Specialist.

D. Application Assistance: Clients shall be given an appointment within two weeks of assessment to assist in the completion of relevant applications if needed. This assistance shall be provided in a one-on-one meeting with the same benefits specialist that completed the client's assessment whenever possible. Contractor shall ensure the following:

(1) Benefits Specialist provides clear instructions about the next steps required to finalize the application process (e.g., setting appointments at benefits offices, mailing instructions, etc.);

(2) Benefits Specialist shall follow-up within 24 hours if client has missed scheduled appointment;

(3) Documentation for application assistance services shall be kept in the form of a progress notes and shall include but not be limited to, the following required information: date; description of applications completed; time spent with, or on behalf of, the client; specialist's signature and title.

E. Benefits Management: Benefits Specialist shall ensure clients receive benefits management services which address the benefits counseling needs that many clients have once they are enrolled in various health and disability programs. Documentation shall be kept in the form of progress notes. Contractor shall ensure the following:

(1) Benefits Specialist shall contact individual agencies, insurance companies, public and private agencies and other relevant institutions to verify or clarify information provided to resolve discrepancies;

(2) Refer clients to appropriate community-based organizations, and other agencies for services and resources to address client immediate and long-term needs;

(3) Benefits Specialist shall search various income and eligibility related computer databases to ascertain whether the client is receiving income from other sources of public aid or programs, and to verify eligibility status;

(4) Identification of new public assistance programs;

(5) Benefits Specialist shall ensure benefits management services are provided to clients who are enrolled in public assistance programs and require advocacy to maintain their benefits.

F. Progress Notes: Benefits Specialty services shall be documented through progress notes and maintained within individual client charts. Contractors shall ensure the following:

(1) Documentation of assessment or re-assessment;

(2) Documentation of development or update of Benefits Service Plan;

(3) Documentation of any follow-up for application process, including contacts, attempted contacts, and written correspondence provided;

(4) Documentation for referrals to legal, county departments, community-based organizations, other agencies for services and resources to address client immediate and long-term needs;

(5) Documentation of searches for various income and eligibility related to computer databases to ascertain whether the client is receiving income from other sources of public aid or programs;

(6) Progress notes shall include the following information: date; time spent with the client; and Benefits Specialist signature and title.

G. Benefits Orientation/Educational Workshop Sessions:

Contractor if applicable, shall conduct orientation workshop sessions to persons living with HIV/AIDS to educate them about public assistance programs and entitlement programs. Each session shall be a minimum of two (2) hours in length, and host a minimum of eight (8) participants. In order to reach a larger population of individuals living with HIV/AIDS, Contractor shall provide Benefits Specialty Services Workshop sessions at various designated locations throughout Los Angeles County. Those locations are noted in the SERVICE DELIVERY SITES and the DIRECT SERVICES Paragraphs of this Exhibit.”

8. Exhibit A, Paragraph 16, PROGRAM RECORDS, Subparagraph A, shall be amended to read as follows:

“16. PROGRAM RECORDS:

A. Each client record shall include:

- (1) Documentation of HIV/AIDS diagnosis;
- (2) Proof of County of Los Angeles residency;

- (3) Verification of client's financial eligibility for services;
- (4) Verification of insurance;
- (5) Client demographic information;
- (6) A current benefits assessment including date and signature of staff conducting assessment;
- (7) A current and appropriate Benefits Service plan including staff's and client's signature or documentation noting the client's acceptance of the plan;
- (8) Progress notes documenting services provided to the client;
- (9) Documentation of all contacts with and actions taken on behalf of the client including:
 - (a) Date;
 - (b) Time spent;
 - (c) Type of contact;
 - (d) What occurred during contact;
 - (e) Signature and title of the person providing contact.”

9. Exhibit A, Paragraph 20, ANNUAL TUBERCULOSIS SCREENING FOR STAFF, shall be amended to read as follows:

“20. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services, and annually (12 months) thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for

each employee, volunteer, and consultant providing services hereunder. Annual tuberculin skin test shall be done for each employee, volunteer, and consultant providing services hereunder on or before the twelve month period ends from the last screening date. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit J, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. The Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement."

10. Exhibit A, Paragraph 22, EMERGENCY MEDICAL TREATMENT, shall be amended to read as follows:

"22. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation, as well as the cost of emergency medical care, shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to County's Department of Public Health, Division of HIV and STD Programs, Office of the Medical Director."

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

CONTRACT GOALS AND OBJECTIVES

TABLE 2

April 1, 2016 through March 31, 2017

Number of Benefits Specialty Contract Goals and Objective by Service Delivery Site(s).
Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Benefits Specialty Services		
	No. of Clients	No. of Hours	No. of Benefit Orientation workshops
Site # 1	161	1,876	5
Site # 2			
Totals	161	1,876	5

EXHIBIT C

SCHEDULE 2

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

HIV/AIDS BENEFITS SPECIALTY SERVICES

	<u>Budget Period</u> April 1, 2016 through March 31, 2017
Salaries	\$ 75,131
Employee Benefits	\$ 38,865
Travel	\$ 380
Equipment	\$ 0
Supplies	\$ 1,157
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost	<u>\$ 11,999</u>
TOTAL PROGRAM BUDGET	\$ 127,532

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.