

HIV AND STD PREVENTION SERVICES AGREEMENT

Amendment No. 5

34949

THIS AMENDMENT is made and entered into on September 3, 2021

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 "HIV AND STD PREVENTION SERVICES CONTRACT," dated January 1, 2018, and further identified as Contract Number PH-003492, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, on June 8, 2021, the Board of Supervisors delegated authority to the Director of Department of Public Health (hereafter "Public Health"), or designee, to execute amendments to the Agreement to increase funding; and

WHEREAS, County has been awarded grant funds from the Centers for Disease Control and Prevention (hereafter "CDC") Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States (hereafter "EHE"), Assistance Listing Number 93.940, and from the U.S. Department of Health and Human Services (hereafter "DHHS"), 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 the Agreement to increase the funds for the period of date of Board approval through December 31, 2022, to hire additional staff to support linkage to care and data management activities to support EHE, 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, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Agreement 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 upon execution for the period of date of Board approval through December 31, 2022.

2. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs D and E shall be deleted in its entirety and replaced as follows:

"D. Effective January 1, 2021 through December 31, 2021, the maximum obligation of County for all services provided hereunder shall not exceed eight hundred twenty thousand, three hundred thirty-three dollars (\$820,333). Of this amount, effective June 8, 2021 through December 31, 2021, one hundred eighty-two thousand, three hundred sixty-one dollars (\$182,361) is allocated to support EHE activities that include partner services and linkage to care activities.

E. Effective January 1, 2022 through December 31, 2022, the maximum obligation of County for all services provided hereunder shall not exceed one million, two thousand, six hundred ninety-four dollars (\$1,002,694). Of this amount,

three hundred sixty-four thousand, seven hundred twenty-two dollars (\$364,722) is allocated to support EHE activities that include partner services and linkage to care activities.

Such maximum obligation is comprised of CDC EHE and Ryan White Program, Part A funds. This sum represents the total maximum obligation of County as shown in Schedules 4a, 4b,5a and 5b, attached hereto and incorporated herein by reference."

3. Paragraph 12, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, Subparagraph A, shall be deleted in its entirety and replaced as follows:

"A. Evidence of Coverage and Notice to County: 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 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 Unit
5555 Ferguson Drive, 3rd Floor Suite 3031
Commerce, California 90022
Attention: Manager, Contract Monitoring Section

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."

4. Paragraph 13, INSURANCE COVERAGE REQUIREMENTS, Subparagraph C, shall be deleted in its entirety and replaced 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 \$1 Million 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. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. 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."

5. Paragraph 16, RECORD RETENTION AND AUDITS, Subparagraph E, shall be deleted in its entirety and replaced as follows:

"E. INDEPENDENT AUDIT: Contractor's financial records shall be audited by an independent auditor for every year that the Agreement is in effect. The audit shall be in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with

the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representative upon request."

6. Paragraph 24, ASSIGNMENT AND DELEGATION, shall be deleted in its entirety and replaced as follows:

"24. 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."

7.Paragraph 18M, CHILD/ELDER ABUSE FRAUD REPORT, shall be added as follows:

"18M. CHILD/ELDER ABUSE FRAUD REPORT

A. Contractor's mandated reporting staff working on this Contract that are subject to California Penal Code (PC) Section 11164 et seq. shall comply with the reporting requirements described in PC Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by the aforementioned Code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

B. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.

C. Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code (WIC), Section 15600 et seq. shall comply with the reporting requirements described in (WIC) Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement

agency, as mandated by these code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

D. Elder abuse reports shall be made by telephone to the Department of Workforce Development, Aging, and Community Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.

E. Contractor staff working on this Contract shall also immediately report all suspected fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970 unless otherwise restricted by law from disclosing such information."

8. Paragraph 18N, DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER, shall be added to read as follows:

"18N. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

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 Contract/Agreement, 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 necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests."

9. Paragraph 180, COMPLIANCE WITH THE COUNTY POLICY OF EQUITY, shall be added to read as follows:

"180. 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."

10. Paragraph 18P, COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES, shall be added to read as follows:

"18P. 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."

11. Paragraph 44, FACSIMILE REPRESENTATIONS, shall be deleted in its entirety and replaced as follows:

"44. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS: This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic

signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to ALTERATIONS AND TERMS/AMENDMENTS Paragraph and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract."

12. Paragraph 72, TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION shall be deleted in its entirety and replaced as follows:

"72. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor. Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made

either to the County manager charged with the supervision of the employee or agent, or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>.

Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts."

13. Exhibit A.1, AMENDMENT TO STATEMENT OF WORK FOR HIV, STD, AND HEPATITIS B TESTING PROGRAM SERVICES, shall be added, attached hereto and incorporated herein by reference.

14. Exhibit F, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT-CONTRACTOR'S OBLIGATION AS OTHER THAN BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996, shall be deleted and replaced with Exhibit F-REVISED, BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), attached hereto and incorporated herein by reference.

15. Schedules 4a, 4b, 5a and 5b BUDGETS FOR HIV/STD PREVENTION SERVICES, shall be added, attached hereto and incorporated herein by reference.

16. Scope of Works B-4a and B-5-REVISED FOR HIV/STD PREVENTION SERVICES, shall be added, attached hereto and incorporated herein by reference.

17. 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 executed by its Director of Public Health, or designee, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

Barbara Ferrer

By Barbara Ferrer (Sep 3, 2021 17:39 PDT)
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

CITY OF LONG BEACH

Contractor

By Sandra J. Sabun for
Signature

Thomas B. Modica
Printed Name

Title City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RODRIGO A. CASTRO-SILVA
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

Karen Buehler
By Karen Buehler (Sep 3, 2021 12:44 PDT)
Contracts and Grants Division Management
BL#05740

APPROVED AS TO FORM

August 23, 2021
CHARLES PARKIN, City Attorney

By Taylor M. Anderson
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

EXHIBIT A.1

**HUMAN IMMUNODEFICIENCY VIRUS (HIV),
SEXUALLY TRANSMITTED DISEASE (STD), AND HEPATITIS VIRUS B
TESTING PROGRAM SERVICES**

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AMENDMENT TO STATEMENT OF WORK

EXHIBIT A.1

CITY OF LONG BEACH, DEPARTMENT OF HEALTH AND HUMAN SERVICES

**HUMAN IMMUNODEFICIENCY VIRUS (HIV),
SEXUALLY TRANSMITTED DISEASE (STD), AND HEPATITIS B
TESTING PROGRAM SERVICES**

1. Exhibit A, Paragraph 1, DEFINITION, shall be deleted in its entirety and replaced as follows:

"1. DEFINITION: HIV, STD, and Hepatitis B counseling, testing, and referral services provide non-rapid and/or rapid HIV antibody testing, pre- and post-test counseling for HIV, STD (limited to syphilis, gonorrhea, and chlamydia) and Hepatitis B testing, and/or single-session counseling, and the provision of appropriate HIV, STD, and Hepatitis B risk reduction intervention based on client's risk assessment, and referrals to appropriate health and social services as needed by clients. DHSP will support STD testing through this Agreement.

A. Ending the HIV Epidemic (EHE) – EHE activities are related to the four key EHE Pillars, as determined by federal partners, to diagnose people with HIV as early as possible, treat people with HIV quickly and effectively, prevent new HIV diagnoses, and respond to HIV outbreaks to engage people in HIV prevention or treatment services as quickly as possible."

2. Exhibit A, Paragraph 2, PERSONS TO BE SERVED, shall be deleted in its entirety and replaced as follows:

"2. PERSONS TO BE SERVED:

A. HIV, STD, and Hepatitis B counseling, testing, and referral services shall be provided to populations as described in the Los Angeles County HIV Prevention Plan 2009-2013, who reside in Service Planning Area (SPA) 8 and Supervisorial District 4, in accordance with Attachment I "Service Delivery Specifications", attached hereto and incorporated herein by reference, or in areas as directed by DHSP. The population served through the program must serve a client population where at least eighty-five percent (85%) of the clients are part of the target critical populations.

B. For EHE activities, persons to be served include residents of the City of Long Beach, specifically persons who are newly diagnosed with HIV and EHE priority populations which include Black/African American men who have sex with men (MSM), Latinx MSM, women of color, people who inject drugs, transgender persons, youth under age 30 years."

3. Exhibit A, Paragraph 4, COUNTY'S MAXIMUM OBLIGATION,

Subparagraphs D and E, shall be deleted in its entirety and replaced as follows:

"4. COUNTY'S MAXIMUM OBLIGATION:

D. During the period of January 1, 2021 through December 31, 2021, that portion of County's maximum obligation which is allocated under this Exhibit for HIV, STD, and Hepatitis B counseling and testing services shall not exceed eight hundred twenty thousand, three hundred thirty three dollars (\$820,333). Of this amount, effective June 8, 2021 through December 31, 2021, one hundred eighty-two

thousand, three hundred sixty-one dollars (\$182,361) is allocated to support EHE activities that include partner services and linkage to care activities.

E. During the period of January 1, 2022 through December 31, 2022, that portion of County's maximum obligation which is allocated under this Exhibit for HIV, STD, and Hepatitis B counseling and testing services shall not exceed one million, two thousand, six hundred, ninety four dollars (\$1,002,694). Of this amount, three hundred sixty-four thousand, seven hundred twenty-two dollars (\$364,722) is allocated to support EHE activities that include partner services and linkage to care activities."

4. Exhibit A, Paragraph 5, COMPENSATION, Subparagraph A, shall be deleted in its entirety and replaced as follows:

"5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder on a cost reimbursement and pay for performance basis not to exceed the maximum as set forth in Schedules 1, 2, 3, 4, 4a, 4b, 5, 5a, 5b and as described in Exhibit C. Contractor shall be reimbursed according to a DHSP-approved model and reimbursement schedule."

5. Exhibit A, Paragraph 7, SERVICES TO BE PROVIDED, Subparagraph O, shall be added as follows:

"O. ENDING THE HIV EPIDEMIC:

- 1) Improve and support all integrated HIV Care and Surveillance coordination, data management and reporting activities.
- 2) Utilize data to care activities to improve and rapidly identify and link newly diagnosed and lost to care clients into HIV care and support services.
- 3) Promote and educate providers to increase their awareness of PrEP services and resources.
- 4) Build and maintain a robust clinical quality management program with a vision to provide a continuum of care and support services that:
 - a. Identify and monitor improvement activities within HIV care services,
 - b. Promote optimal health,
 - c. Decrease HIV transmission,
 - d. Decrease health care disparities, and
 - e. Ensure consumer empowerment and self-determination.
- 5) Conduct community engagement outreach and promotion activities to increase knowledge of Ryan White services.
- 6) Support syringe services and programs (SSPs) in high impact areas to provide access to and facilitate safe disposal

of used syringes and to link clients to other important services and programs.

7) Increase data sharing and collaboration among City of Long Beach staff and DHSP staff to ensure strategies and goals in both the City of Long Beach HIV/STD Strategy and LA County's EHE Plan align."

SCHEDULE 4a
CITY OF LONG BEACH
HIV/AIDS PREVENTION SERVICES
CDC EHE

Budget Period
June 8, 2021
through
December 31, 2021

Salaries	\$ 52,195
Employee Benefits	\$ 34,266
Travel	\$ 786
Equipment	\$ 0
Supplies	\$ 6,215
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs	\$ <u>0</u>
TOTAL PROGRAM BUDGET	\$93,462

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

SCHEDULE 4b
CITY OF LONG BEACH
HIV/AIDS PREVENTION SERVICES
HRSA Part A

Budget Period
June 8, 2021
through
December 31, 2021

Salaries	\$ 51,618
Employee Benefits	\$ 33,887
Travel	\$ 1,700
Equipment	\$ 0
Supplies	\$ 1,694
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$88,899

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

SCHEDULE 5a
CITY OF LONG BEACH
HIV/AIDS PREVENTION SERVICES
CDC EHE

Budget Period
January 1, 2022
through
December 31, 2022

Salaries	\$ 110,606
Employee Benefits	\$ 72,613
Travel	\$ 1,578
Equipment	\$ 0
Supplies	\$ 2,128
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs	\$ <u>0</u>
TOTAL PROGRAM BUDGET	\$186,925

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

SCHEDULE 5b
CITY OF LONG BEACH
HIV/AIDS PREVENTION SERVICES
RWP Part A Funds

Budget Period
January 1, 2022
through
December 31, 2022

Salaries	\$ 105,406
Employee Benefits	\$ 69,199
Travel	\$ 800
Equipment	\$ 0
Supplies	\$ 2,392
Other	\$ 0
Consultant/Subcontractor	\$ 0
Indirect Costs	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$177,797

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

Exhibit B-4a
 HIV and STD Prevention Services
 Scope of Work
 June 8, 2021 – December 31, 2021

Goal No. 2: To increase capacity to conduct surveillance activities, expand and improve HIV Care, rapid treatment and other activities that promote advancing the Ending the HIV Epidemic Plan.				
ENDING THE HIV EPIDEMIC (EHE) INITIATIVE				
<p>1.0 By 12/31/21, designated staff support increased HIV prevention, treatment, and surveillance activities for the City.</p> <p>Staff for EHE activities include:</p> <ul style="list-style-type: none"> • EIS/DIS Hybrid Model Program Worker (HEII, 2 FTEs) • HIV Care Data Specialist (PHAI – 1 FTE) • HIV Care Data and Quality Management Coordinator (PHPI – 1FTE) 	<p>1.1 Identify, recruit, and hire qualified staff or identify existing staff to fill the positions listed. Notify DHSP when positions are filled.</p>	<p>6/8/2021 and ongoing</p>	<p>1.1 Documentation of recruitment efforts (e.g. job descriptions, job postings) and resume of hired staff to be kept on file and progress reported in monthly report to DHSP.</p>	
<p>2.0 By 12/31/21, EIS/DIS conduct outreach, HTS linkage, disease investigation and partner services by conducting the following activities:</p> <ul style="list-style-type: none"> • Utilize data to care activities to improve and rapidly identify and link newly diagnosed and lost to care clients into HIV care and support services. • Expand Partner Services Activities, including HIV testing for partners • Support education and access for clients to link clients to rapid HAART initiation. 	<p>2.1 Implement outreach plan, linkage protocol, educational materials and PEP/PrEP promotional materials. Areas to be included in protocols include but are not limited to: getting patients back in for HIV and STI results and treatment; offer support by referring, following and linking patients to other community programs, services and resources that patients may qualify for such as, housing, transportation, preventive health care, food banks, dental care, mental health, legal aid, employment and other community wide programs that will support health equity. Submit protocols to DHSP for approval.</p> <p>2.2 Calendar activities, maintain logs, meeting notes and other documentation and report in monthly reports to DHSP.</p>	<p>6/8/2021 and ongoing</p> <p>6/8/2021 and ongoing</p>	<p>2.1 Letters of approval and related materials will be kept on file.</p> <p>2.2 Completed materials will be kept on file and documented in monthly reports to DHSP.</p>	

Exhibit B-4a
HIV and STD Prevention Services
Scope of Work
June 8, 2021 – December 31, 2021

<ul style="list-style-type: none"> Promote and educate a minimum of 5 providers to increase their awareness of PrEP services and resources <p>Program staff use surveillance data to identify and locate clients most at risk of the transmission and acquisition of HIV and STIs. Investigate and follow up with individuals and their partners with high acuity for acquiring or transmitting HIV. High acuity includes individuals who acquired HIV and syphilis, but haven't received results, or individuals who have been diagnosed with HIV and STIs but have not been treated or linked to care. Staff to use individual case interviews, investigations and follow up to identify and locate individuals and their partners for necessary prevention and care interventions.</p>			
<p>2A.0 By 12/31/21, implement best practices for tracking and reporting data and ensuring local collaboration among HIV care providers and HIV/STD Surveillance team to improve overall data system capacity.</p>	<p>2A.1 Designated HIV Data Specialist will improve and support all integrated HIV Care and Surveillance coordination, data management and reporting activities. Trained to perform data to care activities and tracking of cases. Training and access to Casewatch, CalREDIE, eHARS, LexisNexis, ARJES, and Electronic Health Record system.</p> <p>2A.2 Designated HIV Data Specialist will receive the HIV Linkage to Care listing from HIV Surveillance team and manage and collaborate with the EIS/DIS team on cases needing follow up and rapid linkage</p>	<p>6/8/2021 and ongoing</p> <p>6/8/2021 and ongoing</p>	<p>2A.1 Completed materials will be kept on file and documented in monthly reports to DHSP.</p> <p>2A.2 Completed materials will be kept on file and documented in monthly reports to DHSP.</p>

Exhibit B-4a
HIV and STD Prevention Services
Scope of Work
June 8, 2021 – December 31, 2021

		to care. Staff completes provider calls to follow up on positive lab results and trained to work with medical providers and their staff to provide HIV and STI education.		
	2A.3	Designated EIS/DIS Hybrid Model staff will leverage existing HIV and STD programs including the HIV/STD Surveillance team to collect and report data for HIV/STI cases, diagnoses, and treatment. Collect key epidemiological data and internally refer, track and monitor client compliance with recommended HIV/STI testing and treatment.	6/8/2021 and ongoing	2A.3 Completed materials will be kept on file and documented in monthly reports to DHSP.
2B.0	By 12/31/21, develop data sharing strategies and ensure collaboration between DHSP and CLB Surveillance/DIS teams.	2B.1 Schedule and participate in standing meetings with DHSP surveillance team to enhance real-time data sharing strategies.	6/8/2021 and ongoing	2B.1 Meeting summaries (date and time, meeting participants, brief description of topics discussed) and materials reviewed or completed to be kept on file
		2B.2 Identify and implement an enhanced process to facilitate real-time sharing of CLB HIV Case Report forms to DHSP DIS team.	6/8/2021 and ongoing	2B.2 HIV Case Reports forms to be sent to DHSP DIS team and documented in monthly reports. Originals to be kept on file.
3.0	By 12/31/21, develop and coordinate activities aimed at improving patient care, health outcomes and patient satisfaction, with a special focus on engagement, outreach and promotion. Ensuring adherence to clinical guidelines and standards of care. Maximizing collaboration and coordination of service providers in the local area to enhance access to care. Promoting partnerships of consumers and providers that are respectful and promote client self-determination. Providing services that are culturally appropriate and focused on individual client need. Evaluation and improving clinic flow activities and full transition of medical	3.1 Designated HIV Care Data and Quality Management Coordinator will build and maintain a robust clinical quality management program with a vision to provide a continuum of care and support services that: a. Identify and monitor improvement activities within HIV care services, b. Promote optimal health, c. Decrease HIV transmission, d. Decrease health care disparities, and e. Ensure consumer empowerment and self-determination.	6/8/2021 and ongoing	3.1 Completed materials will be kept on file and documented in monthly reports to DHSP.
		3.2 Designated staff will participate in the Los Angeles Regional Quality Group (RQG) to enhance understanding and local application of quality improvement (QI) knowledge, methods, and tools,	6/8/2021 and ongoing	3.2 Completed materials will be kept on file and documented in monthly reports to DHSP.

Exhibit B-4a
HIV and STD Prevention Services
Scope of Work
June 8, 2021 – December 31, 2021

<p>records to an electronic health records (EHR). Maximizing the efficient use of resources to provide cost-effective services and, build systems capacity to ensure rapid HAART initiation.</p>	<p>identifying success strategies around specific aspects of care, promote sustainability through quality management infrastructure development, and promote group successes with other HIV Regional Groups, Health Resources and Service Administration (HRSA), and Ryan White HIV/AIDS Program (RWHAP) recipients.</p> <p>Participation will include:</p> <ul style="list-style-type: none"> a. Exchange peer learning and best practices b. Foster a comprehensive quality management program with a focus on improving clients' care, retention in medical care, achieving a sustained undetectable HIV viral load, and developing processes for rapid initiation of HAART. 		
<p>4.0 By 12/31/21, conduct a minimum of 4 community engagement outreach and promotion activities to increase knowledge of Ryan White services.</p>	<p>4.1 Develop outreach/promotion plan that includes but is not limited to: reach and link clients to RW HIV Care, Prevention and Sexual Health Services. Plan to be submitted to DHSP for approval.</p> <p>4.2 Conduct activities, maintain calendar, sign in sheets and other documentation and report in monthly reports to DHSP.</p> <p>4.3 Develop and implement marketing campaigns specific to RW HIV Care, Prevention and Sexual Health Services. Marketing material to be submitted to DHSP for approval.</p>	<p>6/8/ 2021 and ongoing</p> <p>6/8/ 2021 and ongoing</p> <p>6/8/ 2021 and ongoing</p>	<p>4.1 Letters of approval and related materials will be kept on file.</p> <p>4.2 Completed materials will be kept on file and documented in monthly reports to DHSP.</p> <p>4.3 Letters of approval and related materials will be kept on file.</p> <p>4.4 Completed materials will be kept on file and documented in monthly reports to DHSP.</p>
<p>5.0 By 12/31/21, a minimum of 3 syringe services locations will be established in high impact areas to provide access to and facilitate safe disposal of used syringes and to link clients to other important services and programs.</p>	<p>5.1 Set up, provide, and maintain syringe drop boxes in five key locations (four parks and one beach) throughout the City of Long Beach. Submit site information to DHSP for approval.</p>	<p>6/8/2021 and ongoing</p>	<p>5.1 Letters of approval and related materials will be kept on file.</p> <p>5.2 Completed materials will be kept on file and documented in monthly reports to DHSP.</p>

Exhibit B-4a
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	<p>5.2 Identify location sites of UCLA mobile unit (HPTN 094) and establish ongoing referral partners for long term care for IDUs at risk of HIV/STIs/HCV to facilitate syringe exchange access and naloxone distribution.</p> <p>5.3 Ensure consistent and responsive SSP programming within health jurisdiction, including but not limited to providing support, approval, and promotion of services. Participate in meetings with DHSP and DPH Substance Abuse and Prevention Control Program for planning purposes.</p>	<p>6/8/ 2021 and ongoing</p> <p>6/8/ 2021 and ongoing</p>	<p>5.3 Completed materials will be kept on file and documented in monthly reports to DHSP.</p> <p>5.4 Completed materials will be kept on file and documented in monthly reports to DHSP.</p>
<p>6.0 By 12/31/21, ensure strategies and goals in both the City of Long Beach HIV/STD Strategy and LA County’s EHE Plan align by participating in standing meetings.</p>	<p>6.1 CLB and LAC will establish ongoing periodic meetings to review and coordinate efforts related to the LAC EHE plan and the Long Beach HIV/STD Strategy. Activities include, but are not limited to:</p> <ul style="list-style-type: none"> a. CLB and LAC Program Manager will assess progress of EHE plan and Long Beach HIV/STD Strategy quarterly, in conjunction with the Long Beach Comprehensive HIV Planning Group b. Identify opportunities to share pertinent information related to HIV/STIs surveillance within LAC and LBC. c. Collaborate with the awarded community mobilization vendor on identifying community engagement strategies that will support the EHE. 	<p>6/8/2021 and ongoing</p>	<p>6.1 Completed materials will be kept on file and documented in monthly reports to DHSP.</p>

**Exhibit B-5-REVISED
HIV and STD Prevention Services
Scope of Work
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HIV TESTING AND STD SCREENING				
<p>2.0 By 12/31/22, a minimum of 2,600 persons at high risk be tested for HIV.</p> <ul style="list-style-type: none"> • High risk individuals include men: <ul style="list-style-type: none"> ○ Men who have sex with men ○ Transgender women ○ Young MSM of color 	<p>2.1 Review and revised, as needed, Counseling and Testing Quality Assurance Plan. Plan should include, but not be limited to information on client flow, testing process, testing algorithm, partner services plan, and linkage to care. Submit materials to DHSP for approval.</p> <p>2.2 Schedule testing activities and maintain calendar of sites, dates, and times.</p> <p>2.3 Administer HIV tests. Document results on approved forms. Enter data into database. Analyze results and report to DHSP as instructed.</p>	<p>By 1/01/22</p> <p>1/01/22 and ongoing thru 12/31/22</p> <p>01/01/22 and ongoing</p>	<p>2.1 Letter(s) of DHSP approval and material will be sent to the agency and a copy will be kept on file.</p> <p>2.2 Documents will be kept on file and information reported monthly to DHSP.</p> <p>2.3 Documents will be kept on file and information reported monthly to DHSP</p>	
<p>2A.0 By 12/31/22, 95% those who test positive for HIV will be linked into medical care.</p> <ul style="list-style-type: none"> • A Linkage to care is the direction of an HIV-positive client to medical care. For all clients identified as HIV-positive, Contractor shall complete a medical care referral within 72 hours of diagnosis, but no longer than ninety (90) days. Staff is expected to provide client with a medical appointment, unless client explicitly requests to do it his/herself. Staff shall ensure that the client attends the first medical visit and follow up with client if referral was not completed. 	<p>2A.1 Review and revise, as needed, a Linked Referral Plan to be included in the site specific QA Plan. Documentation should include, but not limited to, the procedures to verify and document successful referrals to medical care, including the referring agency name, the name and contact information of person verifying the linked medical visit. Submit plan to DHSP for approval.</p>	<p>By 1/01/22</p>	<p>2A.1 Letters(s) of approval and related material will be sent to the agency and will be kept on file.</p>	
<p>3.0 By 12/31/22, a minimum of 1,500 high risk individuals will be screened and/or tested for the following STDs per approved clinic protocol:</p> <p>Gonorrhea, Chlamydia, Syphilis, Hepatitis B and C.</p>	<p>3.1 Review and revise, as needed, HIV Services Quality Assurance Plans to include STD screening/testing for each site. Plan should include, but not limited to, information on client flow, testing process testing algorithm, partner services plan, and linkage to care. Submit materials to DHSP for approval.</p>	<p>By 1/01/22</p>	<p>3.1 Letter(s) of DHSP approval and related materials will be sent to the agency and will be kept on file.</p>	

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	3.2	Schedule testing/screening activities and maintain calendar of sites, dates, and times of these activities.	1/01/22 and ongoing thru 12/31/22	3.2	Calendar will be kept on file and submitted with monthly reports to DHSP.	
	3.3	Administer STD screening/testing and treatment, when necessary. Provide referrals (e.g. mental health services, substance abuse services PEP, etc.).	01/01/22 and ongoing	3.3	Completed materials will be kept on file and results documented in monthly reports to DHSP.	
3A.0	By 12/31/22, 100% of those testing positive for an STD will received treatment and/or be linked to treatment services.	3A.1	Document treatment or linked referral to treatment, analyze results and report in monthly reports to DHSP.	1/01/22 and ongoing thru 12/31/22	3A.1	Completed materials will be kept on file and results documented in monthly reports to DHSP.
3B.0	By 12/31/22, 100% of chlamydia, gonorrhea, syphilis, hepatitis B and C cases will be reported to the local Health Department.	3B.1	Submit case report on appropriate form (i.e. Confidential Morbidity Report form for hepatitis and DHSP forms for HIV and STDs).	1/01/22 and ongoing thru 12/31/22	3B.1	Completed materials will be kept on file and documented in monthly reports to DHSP.
		3B.2	Conduct disease reporting to proper Health Department agency within the mandated time period as follows: <ul style="list-style-type: none"> • Within 1 working day of identification for syphilis. • Within 7 calendar days from the time of identification for chlamydia, gonorrhea, hepatitis B and C. 	1/01/22 and ongoing thru 12/31/22	3B.2	Completed materials will be kept on file and documented in monthly reports to DHSP.
3C.0	By 12/31/22, 100% of HIV positive clients who access services through this program will be referred to Partner Services (PS).	3C.1	Document PS referrals and report to DHSP within 72 hours of testing session.	1/01/22 and ongoing	3C.1	Documents will be kept on file and documented in monthly reports to DHSP.
3D.0	By 12/31/22, 100% of those who test negative but who are of high risk for HIV will be linked to PrEP/PEP services.	3D.1	Review and revise, as needed, linked referral protocol and submit to DHSP for approval.	By 1/01/22	3D.1	Letters of approval and related materials will be kept on file.
		3D.2	Conduct referrals, document results and report to DHSP.	1/01/22 and ongoing thru 12/31/22	3D.2	Completed materials will be kept on file and documented in monthly reports to DHSP.

**Exhibit B-5-REVISED
HIV and STD Prevention Services
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Goal No. 2: To increase capacity to conduct surveillance activities, expand and improve HIV Care, rapid treatment and other activities that promote advancing the Ending the HIV Epidemic Plan.						
ENDING THE HIV EPIDEMIC (EHE) INITIATIVE						
1.0	By 12/31/22, designated staff support increased HIV prevention, treatment, and surveillance activities for the City. Staff for EHE activities include: <ul style="list-style-type: none"> EIS/DIS Hybrid Model Program Worker (HEII, 2 FTEs) HIV Care Data Specialist (PHAI – 1 FTE) HIV Care Data and Quality Management Coordinator (PHPI – 1FTE) 	1.1	Identify, recruit, and hire qualified staff or identify existing staff to fill the positions listed. Notify DHSP when positions are filled.	1/01/22 and ongoing	1.1	Documentation of recruitment efforts (e.g. job descriptions, job postings) and resume of hired staff to be kept on file and progress reported in monthly report to DHSP.
2.0	By 12/31/22, EIS/DIS conduct outreach, HTS linkage, disease investigation and partner services by conducting the following activities: <ul style="list-style-type: none"> Utilize data to care activities to improve and rapidly identify and link newly diagnosed and lost to care clients into HIV care and support services. Expand Partner Services Activities, including HIV testing for partners Support education and access for clients to link clients to rapid HAART initiation. Promote and educate a minimum of 5 providers to increase their awareness of PrEP services and resources Program staff use surveillance data to identify and locate clients most at risk of the	2.1	Implement outreach plan, linkage protocol, educational materials and PEP/PrEP promotional materials. Areas to be included in protocols include but are not limited to: getting patients back in for HIV and STI results and treatment; offer support by referring, following and linking patients to other community programs, services and resources that patients may qualify for such as, housing, transportation, preventive health care, food banks, dental care, mental health, legal aid, employment and other community wide programs that will support health equity. Submit protocols to DHSP for approval.	1/01/22 and ongoing	2.1	Letters of approval and related materials will be kept on file.
		2.2	Calendar activities, maintain logs, meeting notes and other documentation and report in monthly reports to DHSP.		2.2	Completed materials will be kept on file and documented in monthly reports to DHSP.

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HIV and STD Prevention Services
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<p>transmission and acquisition of HIV and STIs. Investigate and follow up with individuals and their partners with high acuity for acquiring or transmitting HIV. High acuity includes individuals who acquired HIV and syphilis, but haven't received results, or individuals who have been diagnosed with HIV and STIs but have not been treated or linked to care. Staff to use individual case interviews, investigations and follow up to identify and locate individuals and their partners for necessary prevention and care interventions.</p>			
<p>2A.0 By 12/31/22, implement best practices for tracking and reporting data and ensuring local collaboration among HIV care providers and HIV/STD Surveillance team to improve overall data system capacity.</p>	<p>2A.1 Designated HIV Data Specialist will improve and support all integrated HIV Care and Surveillance coordination, data management and reporting activities. Trained to perform data to care activities and tracking of cases. Training and access to Casewatch, CalREDIE, eHARS, LexisNexis, ARIES, and Electronic Health Record system.</p> <p>2A.2 Designated HIV Data Specialist will receive the HIV Linkage to Care listing from HIV Surveillance team and manage and collaborate with the EIS/DIS team on cases needing follow up and rapid linkage to care. Staff completes provider calls to follow up on positive lab results and trained to work with medical providers and their staff to provide HIV and STI education.</p> <p>2A.3 Designated EIS/DIS Hybrid Model staff will leverage existing HIV and STD programs including the HIV/STD Surveillance team to collect and report data for HIV/STI cases, diagnoses, and treatment. Collect key epidemiological data and</p>	<p>By 1/1/2022 and ongoing</p> <p>By 1/1/2022 and ongoing</p> <p>By 1/1/2022 and ongoing</p>	<p>2A.1 Completed materials will be kept on file and documented in monthly reports to DHSP.</p> <p>2A.2 Completed materials will be kept on file and documented in monthly reports to DHSP.</p> <p>2A.3 Completed materials will be kept on file and documented in monthly reports to DHSP.</p>

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 HIV and STD Prevention Services
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		internally refer, track and monitor client compliance with recommended HIV/STI testing and treatment.		
2B.0	By 12/31/22, develop data sharing strategies and ensure collaboration between DHSP and CLB Surveillance/DIS teams.	2B.1 Schedule and participate in standing meetings with DHSP surveillance team to enhance real-time data sharing strategies. 2B.2 Identify and implement an enhanced process to facilitate real-time sharing of CLB HIV Case Report forms to DHSP DIS team.	By 1/1/2022 and ongoing By 1, 2022 and ongoing	2B.1 Meeting summaries (date and time, meeting participants, brief description of topics discussed) and materials reviewed or completed to be kept on file 2B.2 HIV Case Reports forms to be sent to DHSP DIS team and documented in monthly reports. Originals to be kept on file.
3.0	By 12/31/22, develop and coordinate activities aimed at improving patient care, health outcomes and patient satisfaction, with a special focus on engagement, outreach and promotion. Ensuring adherence to clinical guidelines and standards of care. Maximizing collaboration and coordination of service providers in the local area to enhance access to care. Promoting partnerships of consumers and providers that are respectful and promote client self-determination. Providing services that are culturally appropriate and focused on individual client need. Evaluation and improving clinic flow activities and full transition of medical records to an electronic health records (EHR). Maximizing the efficient use of resources to provide cost-effective services and, build systems capacity to ensure rapid HAART initiation.	3.1 Designated HIV Care Data and Quality Management Coordinator will build and maintain a robust clinical quality management program with a vision to provide a continuum of care and support services that: a. Identify and monitor improvement activities within HIV care services, b. Promote optimal health, c. Decrease HIV transmission, d. Decrease health care disparities, and e. Ensure consumer empowerment and self-determination. 3.2 Designated staff will participate in the Los Angeles Regional Quality Group (RQG) to enhance understanding and local application of quality improvement (QI) knowledge, methods, and tools, identifying success strategies around specific aspects of care, promote sustainability through quality management infrastructure development, and promote group successes with other HIV Regional Groups, Health Resources and Service Administration (HRSA), and Ryan White HIV/AIDS Program (RWHAP) recipients. Participation will include:	1/01/22 and ongoing	3.1 Completed materials will be kept on file and documented in monthly reports to DHSP. 3.2 Completed materials will be kept on file and documented in monthly reports to DHSP.

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		<ul style="list-style-type: none"> a. Exchange peer learning and best practices b. Foster a comprehensive quality management program with a focus on improving clients' care, retention in medical care, achieving a sustained undetectable HIV viral load, and developing processes for rapid initiation of HAART. 		
4.0	By 12/31/22, conduct a minimum of 8 community engagement outreach and promotion activities to increase knowledge of Ryan White services.	<ul style="list-style-type: none"> 4.1 Develop outreach/promotion plan that includes but is not limited to: reach and link clients to RW HIV Care, Prevention and Sexual Health Services. Plan to be submitted to DHSP for approval. 4.2 Conduct activities, maintain calendar, sign in sheets and other documentation and report in monthly reports to DHSP. 4.3 Develop and implement marketing campaigns specific to RW HIV Care, Prevention and Sexual Health Services. Marketing material to be submitted to DHSP for approval. 	1/01/22 and ongoing	<ul style="list-style-type: none"> 4.1 Letters of approval and related materials will be kept on file. 4.2 Completed materials will be kept on file and documented in monthly reports to DHSP. 4.3 Letters of approval and related materials will be kept on file. 4.4 Completed materials will be kept on file and documented in monthly reports to DHSP.
5.0	By 12/31/22, a minimum of 7 syringe services locations will be established in high impact areas to provide access to and facilitate safe disposal of used syringes and to link clients to other important services and programs.	<ul style="list-style-type: none"> 5.1 Set up, provide, and maintain syringe drop boxes in five key locations (four parks and one beach) throughout the City of Long Beach. Submit site information to DHSP for approval. 5.2 Identify location sites of UCLA mobile unit (HPTN 094) and establish ongoing referral partners for long term care for IDUs at risk of HIV/STIs/HCV to facilitate syringe exchange access and naloxone distribution. 5.3 Ensure consistent and responsive SSP programming within health jurisdiction, including but not limited to providing support, approval, and promotion of 	1/01/22 and ongoing	<ul style="list-style-type: none"> 5.1 Letters of approval and related materials will be kept on file. 5.2 Completed materials will be kept on file and documented in monthly reports to DHSP. 5.3 Completed materials will be kept on file and documented in monthly reports to DHSP. 5.4 Completed materials will be kept on file and documented in monthly reports to DHSP.

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	<p>services. Participate in meetings with DHSP and DPH Substance Abuse and Prevention Control Program for planning purposes.</p>		
<p>6.0 By 12/31/22, ensure strategies and goals in both the City of Long Beach HIV/STD Strategy and LA County’s EHE Plan align by participating in standing meetings.</p>	<p>6.1 CLB and LAC will establish ongoing periodic meetings to review and coordinate efforts related to the LAC EHE plan and the Long Beach HIV/STD Strategy. Activities include, but are not limited to:</p> <ul style="list-style-type: none"> a. CLB and LAC Program Manager will assess progress of EHE plan and Long Beach HIV/STD Strategy quarterly, in conjunction with the Long Beach Comprehensive HIV Planning Group b. Identify opportunities to share pertinent information related to HIV/STIs surveillance within LAC and LBC. c. Collaborate with the awarded community mobilization vendor on identifying community engagement strategies that will support the EHE. 	<p>1/01/22 and ongoing</p>	<p>6.1 Completed materials will be kept on file and documented in monthly reports to DHSP.</p>

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

**BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

EXHIBIT F-REVISED

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at C.F.R § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record" means an electronic record of health-related information on and individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)

1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the meaning as the term "health care operations" at 45 C.F.R. § 164.501.

EXHIBIT F-REVISED

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required By Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R. § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e. the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sub-Paragraph 2.5 and 2.6 above.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Sub-Paragraph 2.2 above.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sub-Paragraph 5.1.1, 5.1.2 and 5.1.3 below.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its

employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Sub-Paragraph 5.3, for any reporting required by Sub-Paragraph 5.1, Business Associate shall provide, to the extent available, all information required by, and within the time frames specified in, Sub-Paragraphs 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and

the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2. Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

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(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Sub-paragraphs 5.2.1 or 5.2.2 at the time of the required report,

Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Sub-paragraph 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Sub-paragraph 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

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6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Sub-paragraph 6.1.

6.3 If the steps required by Sub-paragraph 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sub-paragraphs 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Sub-paragraph 6.1, the agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Sub-paragraph 6.1, agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Sub-paragraph 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Sub-paragraph 6.1.

6.8 Sub-paragraphs 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master

Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDED OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Sub-paragraph 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Sub-paragraph 9.1, Business Associate shall document the information specified in Sub-paragraph 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Sub-paragraph 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

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13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Sub-paragraph 13.1 and/or to establish the contact procedures described in Sub-paragraph 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected

Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Sub-paragraph 13.1 or in establishing the contact procedures required by Sub-paragraph 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Sub-paragraph 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF A COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under

Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sub-paragraphs 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Sub-paragraph 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Sub-paragraph 16.1, Business Associate's obligations under Sub-paragraphs 4.1, 4.2, 5.1, 5.2, 6.1, and 9.1, 10.1, 11.1, 11.2, and 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order,

Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DEPOSITION OF PROTECTED HEALTH INFORMATION UPON

TERMINATION OR EXPIRATION

18.1 Except as provided in Sub-paragraph 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in sub-paragraph 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of sub-paragraph 18.2 and sub-paragraph 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Sub-paragraph 18.1, in the event return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health

Information for which destruction or return is feasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sub-paragraphs 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Sub-paragraph 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health

Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Paragraph 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Sub-paragraph 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Sub-paragraph 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement,

with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.