

33960

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

Amendment Number 3

THIS AMENDMENT is made and entered into this 1st day
of April, 2017,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

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

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) BENEFITS SPECIALTY SERVICES", dated April 1, 2015, and further identified as Contract No. PH-002900, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic Assistance (CFDA) Number 93.914; which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds; and

WHEREAS, it is the intent of the parties hereto to amend Contract to extend the term and increase the maximum obligation of County and make other hereafter designated changes; and

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

WHEREAS, the Amendment format has been approved by County Counsel.

NOW THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on April 1, 2017.
2. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, shall be

amended to read as follows:

“2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibits A, A.1, and A.2, (Statement of Work), attached hereto and incorporated herein by reference.”

3. The first paragraph of Paragraph 3, TERM OF CONTRACT, shall be

amended to read as follows:

“3. TERM OF CONTRACT:

The term of this Contract shall be effective April 1, 2015 and shall continue in full force and effect through March 31, 2019 unless sooner terminated or extended, in whole or in part, as provided in this Contract.”

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

“4. MAXIMUM OBLIGATION OF COUNTY:

F. Effective April 1, 2017 through March 31, 2018, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Twenty-Seven Thousand, Five Hundred Thirty-Two Dollars (\$127,532), as set forth in Exhibit C, Schedule 3, attached hereto and incorporated herein by reference.

G. Effective April 1, 2018 through March 31, 2019, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Twenty-Seven Thousand, Five Hundred Thirty-Two Dollars (\$127,532), as set forth in Exhibit C, Schedule 4, attached hereto and incorporated herein by reference.”

5. Paragraph 5, INVOICES AND PAYMENT, first and second paragraphs of Subparagraphs E, shall be amended to read as follows:

“5. INVOICES AND PAYMENT:

E. For each year, or a portion thereof, that this Agreement is in effect, Contractor shall provide to County’s DPH DHSP one (1) original annual cost report for each budget schedule within thirty (30) calendar days following the close of each budget term. In addition to the requirements of COMPENSATION, Paragraph, such cost reports shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

If this Agreement is terminated prior to the close of the contract period, the annual cost report, shall be for that Agreement period which ends on the termination date. One (1) original and one (1) copy of such

report shall be submitted for each budget schedule within thirty (30) calendar days after such termination date to County's DPH-DHSP."

6. Paragraph 15, RECORD RETENTION AND AUDITS, 1st paragraph of Subparagraph I, shall be amended to read as follows:

"15. RECORD RETENTION AND AUDITS:

I. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect. The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. 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 DHSP 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."

7. Paragraph 79, COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING, of the ADDITIONAL PROVISIONS, shall be added to read as follows:

"79. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING:

A. Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

B. If a contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8. Paragraph 80, ENCRYPTION STANDARDS, of the ADDITIONAL PROVISIONS, shall be added to read as follows:

"80. ENCRYPTION STANDARDS:

A. Stored Data: Contractors' and subcontractors' workstations and portable devices that are used to access, store, receive, and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3); (3) NIST Special Publication 800-57.

Recommendation for Key Management - Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractors' and subcontractors' use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be subject to written pre-approval by the County's Chief Executive Office.

B. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.”

9. Effective on the date of this Amendment, Exhibit A.2, STATEMENT OF WORK FOR HIV/AIDS BENEFITS SPECIALTY SERVICES, shall be attached hereto and incorporated herein by reference.

10. Effective on the date of this Amendment, Exhibit C, Schedules 3 and 4, BUDGET(S) FOR HIV/AIDS BENEFITS SPECIALTY SERVICES, shall be attached hereto and incorporated herein by reference.

11. Effective on the date of this Amendment, Exhibit A.2, Attachment I, SERVICE DELIVERY SITE QUESTIONNAIRE, has been amended, and shall be attached hereto and incorporated herein by reference.

12. Except for the charges set forth hereinabove, Contract shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By Barbara Ferrer
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

CITY OF LONG BEACH, DEPARTMENT
OF HEALTH & HUMAN SERVICES
Contractor

By Tom Modica
Signature **Assistant City Manager**
Patrick H. West
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Printed Name
City Manager
Title
(AFFIX CORPORATE SEAL)

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

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Public Health

By Patricia Gibson
Patricia Gibson, Chief
Contracts and Grants Division

APPROVED AS TO FORM
8/3, 2007
CHARLES PARKIN, City Attorney
By Linda T. Vu
LINDA T. VU
DEPUTY CITY ATTORNEY

BL#03830
DHSP BSS CLB PH-002900-3

EXHIBIT A.2

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

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

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

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

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

HIV/AIDS Benefits Specialists shall assist clients in obtaining the following financial, and other entitlement program insurance options: CalFresh (formerly known as Food Stamps); General Relief/General Relief Opportunities to Work (GROW); In-Home Supportive Services (IHSS); Healthy Families Program; Medicaid/Medi-Cal; Medi-Cal/HIPP; Medicare; Medicare Buy-In Program; Patient Assistance Programs (Pharmaceutical Companies); Private health Insurance;

other financial assistance programs; Social Security Disability Insurance (SSDI); State Disability Insurance; Supplemental Security Income (SSI); State Supplementary Payments(SSP); Unemployment Insurance (UI); Women, Infants and Children (WIC); Worker's Compensation; and Other public/private benefits programs.”

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

Subparagraph C and D, shall be added to read as follows:

“3. COUNTY'S MAXIMUM OBLIGATION:

C. During the period of April 1, 2017 through March 31, 2018, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Twenty-Seven Thousand, Five Hundred Thirty-Two Dollars (\$127,532).

D. During the period of April 1, 2018 through March 31, 2019, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Twenty-Seven Thousand, Five Hundred Thirty-Two Dollars (\$127,532).”

3. Exhibit A.1., Paragraph 4, COMPENSATION, shall be amended to read as follows:

“4. COMPENSATON: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost(s) as set forth in Schedules 3 and 4, the INVOICES AND PAYMENT Paragraph of the Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

4. Exhibit A.1., Paragraph 6, CLIENT/PATIENT ELIGIBILITY, shall be amended to read as follows:

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

5. Exhibit A.1, Paragraph 8, SERVICES TO BE PROVIDED, Subparagraph G, H, I, J, K, and L, shall be added to read as follows:

“8. SERVICES TO BE PROVIDED:

G. Contractor shall provide benefit specialty services to a minimum of one hundred seventy-four (174) clients for the period of April 1, 2017 through March 31, 2018.

H. Contractor shall provide a minimum of one thousand, five hundred sixty-four (1,564) benefit specialty service hours for the period of April 1, 2017 through March 31, 2018.

I. Contractor shall provide a minimum of two (2) orientation/workshop sessions for the period of April 1, 2017 through March 31, 2018.

J. Contractor shall provide benefit specialty services to a minimum of one hundred seventy-four (174) clients for the period of April

1, 2018 through March 31, 2019.

K. Contractor shall provide a minimum of one thousand, five hundred sixty-four (1,564) benefit specialty service hours for the period of April 1, 2018 through March 31, 2019.

L. Contractor shall provide a minimum of two (2) orientation/workshop sessions for the period of April 1, 2018 through March 31, 2019.”

6. Exhibit A..1, Paragraph 9, DIRECT SERVICES, shall be amended to read as follows:

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

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

(1) The following completed forms are required for each client and shall be kept on file in the client chart: release of

(2) information; limits of confidentiality; consent to receive services; clients rights and responsibilities; client grievance procedures; and program disclaimer that Benefits Specialty Services do not constitute legal advice or representation and that there is no guarantee of success in obtaining benefits.

B. Comprehensive Benefits Assessment: Benefits

assessments are cooperative, interactive, face-to-face interviews that are conducted in order to: determine a client's eligibility for public assistance programs and educate client's about available public assistance programs and requirements.

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

(2) Benefits assessments shall contain the client's current benefits status and newly identified benefits or public assistance programs that the client may be eligible for. Regarding the AIDS Drug Assistance Program (ADAP), this program may be documented as a need for the client during the assessment process, however the client shall be referred to an ADAP Eligibility Worker or an ADAP enrollment site to assist in completing or renewing their ADAP application. The Benefits Specialist may **not**

(3) assist with any ADAP service except to *refer* clients to an ADAP enrollment site.

(4) All assessments/reassessments must contain the date of assessment; signature and title of staff person completing the assessment; and completed assessment/information form.

(5) Benefits assessments shall be update on an ongoing basis but at a minimum of once every six months.

C. Benefits Service Plan (BSP): In conjunction with the client, a Benefits Service Plan is developed to determine the goals and steps it takes for the client to meet their goals. All goals shall be determined utilizing the information gathered during the assessment and subsequent assessments. The BSP shall be updated on an on-going basis as clients meet their benefits goals or newly identified goals are identified and added. The plan shall outline the goals and steps it takes for the client to meet their goals. The BSP shall be developed by the same Benefits Specialist that conducts the assessment, whenever possible and shall be updated at a minimum of once every six months.

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

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

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

D. Application Assistance: Clients shall be given an appointment within two (2) weeks of assessment to assist in the completion of applications, if needed. This assistance shall be provided in a one-on-one meeting with the same benefits specialist that completed the client's assessment whenever possible. Contractor shall ensure the following:

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

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

(3) Benefits Specialist shall follow-up within seven (7) business days of initiation of benefits application assistance to obtain the pending documentation required to finalize the application submission process.

(4) Documentation for application assistance services shall be kept in the form of a progress notes and shall include but not be

limited to, the following required information: date; description of applications completed; time spent with, or on behalf of, the client; specialist's signature and title.

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

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

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

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

(4) Identification of new public assistance programs;

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

(6) benefits, a minimum of thirty (30) days prior to client's benefits application renewal or re-certification date.

(7) Benefits specialist shall conduct on-going monitoring and follow-up with clients to confirm acquisition and maintenance of benefits to ensure client is engaged in HIV care.

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

(1) Documentation of assessment or re-assessment;

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

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

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

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

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

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

In addition, contractors shall maintain benefits workshop records that includes, at a minimum, for each session conducted:

- (1) Date, time, and length of the workshop
- (2) Name, title, and signature of group facilitator(s)
- (3) Record of participant attendance
- (4) Title of public benefits/assistance programs discussed and eligibility requirements

Benefits Specialists shall be responsible for conducting public assistance and programs workshops.

H. Case Closure:

Contractors shall conduct BSS case reviews to determine if there is

a need to close BSS client charts, which may be due to the following reasons: client re-located outside of Los Angeles County, voluntary termination of services by the client, on-going lack of client response to finalize benefits applications, etc. This process encompasses dis-enrolling the client from active BSS after thirty (30) days, by formally notifying client of pending BSS closure, and completing a case closure summary. The summary shall consist of the following required documentation.

(1) Summary of client's benefits and its status/dispositions

(2) Date of Last Activity/Communication and responses

(3) Date letter was sent to client about BSS Case Closure

(4) Documentation of Client's response or non-response to letter

(5) Case Closure Summary must be signed and dated by Benefits Specialist that completed summary, whenever possible."

7. Exhibit A.1, Paragraph 16, PROGRAM RECORDS, Subparagraph A (4), shall be amended to read as follows:

"16. PROGRAM RECORDS:

A. (4) Verification of medical insurance."

8. Exhibit A, Paragraph 24, REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS, Subparagraph C, shall be amended to read as follows:

"24. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

C. All materials used by the agency for DHSP-funded activities

must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP's latest Material Review Protocol available at <http://www.publichealth.lacounty.gov/dhsp/Contractors/MaterialReviewProtocol2014.pdf>

SERVICE DELIVERY SITE QUESTIONNAIRE

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HEALTH SERVICES

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 1

1 Agency Name:	City of Long Beach, Department of Health & Human Services
2 Executive Director:	Kelly Colopy, Director, Department of Health & Human Services
3 Address of Service Delivery Site:	2525 Grand Avenue, Suite 115
	Long Beach, California 90815

4 In which Service Planning Area is the service delivery site?

9.

- | | |
|---------------------------|--|
| One: Antelope Valley | Two: San Fernando Valley |
| Three: San Gabriel Valley | Four: Metro Los Angeles |
| Five: West Los Angeles | Six: South Los Angeles |
| Seven: East Los Angeles | <input checked="" type="checkbox"/> Eight: South Bay |

5 In which Supervisorial District is the service delivery site?

- | | |
|-------------------------|---|
| One: Supervisor Solis | Two: Supervisor Ridley-Thomas |
| Three: Supervisor Kuehl | <input checked="" type="checkbox"/> Four: Supervisor Hahn |
| Five: Supervisor Barger | |

6 What percentage of your allocation is designated to this site? 100%

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

CONTRACT GOALS AND OBJECTIVES

TABLE 2

April 1, 2017 through March 31, 2019

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

Contract Goals and Objectives	Benefits Specialty Services		
	No. of Clients	No. of Hours	No. of Benefit Orientation workshops
Service Delivery Site			
Site # 1 2525 Grand Avenue, Suite 115	174	1,564	2
Site # 2			
Totals	174	1,564	2

EXHIBIT C

SCHEDULE 3

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

HIV/AIDS BENEFITS SPECIALTY SERVICES

	<u>Budget Period</u> April 1, 2017 through March 31, 2018
Salaries	\$ 70,670
Employee Benefits	\$ 49,752
Travel	\$ 330
Equipment	\$ 0
Supplies	\$ 1,500
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost	<u>\$ 5,280</u>
TOTAL PROGRAM BUDGET	\$127,532

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

EXHIBIT C

SCHEDULE 4

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

HIV/AIDS BENEFITS SPECIALTY SERVICES

	<u>Budget Period</u> April 1, 2018 through <u>March 31, 2019</u>
Salaries	\$ 72,443
Employee Benefits	\$ 50,927
Travel	\$ 330
Equipment	\$ 0
Supplies	\$ 1,500
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost	<u>\$ 2,332</u>
TOTAL PROGRAM BUDGET	\$ 127,532

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.