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34207

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April 16, 2020

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

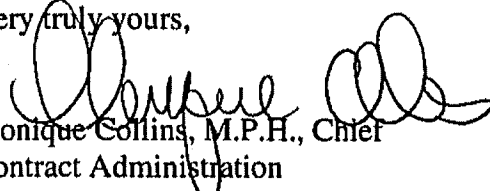
Dear Ms. Colopy:

FULLY EXECUTED MASTER AGREEMENT WORK ORDER (MAWO): MAWO NO. PH-003082-W2, BIOMEDICAL HIV PREVENTION SERVICES

Enclosed is your agency's fully executed MAWO No. PH-003082-W2. This is the Agreement between the County of Los Angeles and City of Long Beach for Biomedical HIV Prevention Services for two terms, effective October 1, 2019 through June 30, 2021. Please note all applicable performance requirements as stipulated in this document.

If you have any questions regarding your MAWO, please call Mariana Khachatryan of my staff, at (213) 351-8078.

Very truly yours,


Monique Collins, M.P.H., Chief
Contract Administration

MC:mk

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Enclosure

- ec: Thomas Modica (CLB)
- Rebecca Garner (CLB)
- Belinda Sngunon
- Chron (CAD)

34207

Master Agreement Number: PH-003082
Work Order Number: W2

COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH

MASTER AGREEMENT WORK ORDER (MAWO)

FOR

BIOMEDICAL HIV PREVENTION SERVICES

CITY OF LONG BEACH

This Master Agreement Work Order and Attachments made and entered into this 9th day of April, 2020 by and between the County of Los Angeles, Department of Public Health (DPH), hereinafter referred to as "County" and City of Long Beach, hereinafter referred to as "Contractor". Contractor is located at 2525 Grand Avenue, Long Beach, California 90815.

RECITALS

WHEREAS, on February 1, 2016 the County of Los Angeles and City of Long Beach, entered into Master Agreement Number PH-003082 to provide Biomedical HIV Prevention services for the DPH; and

WHEREAS, Contractor submitted a response to Work Order Solicitation Number BIOMED-WOS-002 released by the County on July 15, 2019 for Biomedical HIV Prevention services; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Master Agreement Work Order (MAWO) and under the terms and conditions herein set forth; and

WHEREAS, all terms of the Master Agreement Number PH-003082 shall remain in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J, K, and L are attached to and form a part of this MAWO. In the event of any conflict or inconsistency in the definition or interpretation of any work, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Master

Agreement, MAWO, and then to the Attachments according to the following priority.

Standard Attachments:

- 1.0 Attachment A: Statement(s) of Work
 - Attachment A-1, Exhibit 1: Pay for Performance Guidelines
- 1.1 Attachment B: Scope(s) of Work
- 1.2 Attachment C: Budget (Schedules)
- 1.3 Attachment D: Certification of No Conflict of Interest
- 1.4 Attachment E: Certification of Employee Status
- 1.5 Attachment F: County's Administration
- 1.6 Attachment G: Contractor's Administration
- 1.7 Attachment H: Forms Required for Each Work Order Before Work Begins
 - Attachment H1: Contractor Acknowledgment and Confidentiality Agreement
 - Attachment H2: Contractor Employee Acknowledgment and Confidentiality Agreement
 - Attachment H3: Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.8 Attachment I: Contractor's Obligation as a Covered Entity Under the Health Insurance Portability Act (HIPAA) of 1996

Unique Attachments:

- 1.11 Attachment J: Guidelines for Staff Tuberculosis Screening
- 1.12 Attachment K: People with HIV/AIDS Bill of Rights and Responsibilities
- 1.13 Attachment L: Biomedical Prevention Service (PEP) Service Elements and Rates

2.0 WORK

Pursuant to the provisions of this MAWO, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Attachment A, Statements of Work (A-1, Statement of Work for Biomedical HIV Prevention Navigation Services (BHPNS) and A-2, Statement of Work for Post-Exposure Prophylaxis (PEP) Services), and Attachment B, Scopes of Work (B-1, Scope of Work for BHPNS and B-2, Scope of Work for PEP Services). This MAWO shall constitute the complete and exclusive statement of understanding between the parties relating to the subject matter of this MAWO.

3.0 TERM OF MASTER AGREEMENT WORK ORDER

The term of this MAWO shall commence effective October 1, 2019 and continue in full force and effect through June 30, 2021 unless sooner terminated or extended, in whole or in part, as provided in this MAWO.

4.0 CONTRACT BUDGET

Contractor shall provide biomedical HIV prevention services at the specified rates in Attachment C (C-1, C-2, C-3, C-4, C-5, and C-6), Budget. Contractor shall not add or replace services or personnel without the prior written permission of the County Project Director or designee.

5.0 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY

In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this MAWO, without cause, upon the giving of ten (10) calendar days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this MAWO via written Amendment. To implement such change(s), an Amendment to the MAWO shall be prepared by Director and executed by the Contractor and by the Director pursuant to Master Agreement, Paragraph 8.0, Standard Terms and Conditions.

6.0 FUNDING SOURCE

Provision of services under this MAWO for Biomedical HIV Prevention Services is funded by 2011 Realignment Non-drug Medi-Cal funds through a transfer of funds from the Substance Abuse Prevention and Control (SAPC) Program and Net County Cost (NCC),

7.0 MAXIMUM TOTAL COST AND PAYMENT

- 7.1 Effective October 1, 2019 through June 30, 2021, the Maximum Total Cost that County will pay Contractor for all services provided under this MAWO for biomedical HIV prevention services shall not exceed \$288,696, as set forth in Attachment C (C-1, C-2, C-3, C-4, C-5, and C-6), Budget, attached hereto and incorporated herein.
- 7.2 County agrees to compensate Contractor in accordance with the payment structure set forth in Attachment C (C-1, C-2, C-3, C-4, C-5, and C-6) Budget, attached hereto and incorporated herein by reference.
- 7.3 Contractor shall satisfactorily perform and complete all required Services in accordance with Attachment A, (A-1 and A-2) Statements of Work and Attachment B (B-1 and B-2), Scopes of Work, notwithstanding the fact that total payment from County shall not exceed the Maximum Total Cost amount. Performance of services as used in this Paragraph includes time spent performing any of the service activities designated in the Attachment(s) including, but not limited to, any time spent on the preparation for such activities.
- 7.4 All invoices submitted by Contractor for payment must be submitted for approval to the County Project Manager, or designee, no later than thirty (30) calendar days after month end.

- 7.5 Upon expiration or prior termination of this MAWO, Contractor shall submit to County Project Manager, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoices to the County Project Manager within the specified period described above shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.
- 7.6 The Director of the Department of Public Health (DPH), or designee, may execute amendments to this MAWO that extend the term under the same terms and conditions; allow the rollover of unspent MAWO funds; provide an internal reallocation of funds between budgets up to 50 percent of each term's annual base maximum obligation; and/or provide an increase or decrease in funding up to 50 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable MAWO term, and make corresponding service adjustments that do not substantively alter the scope of work, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.
- 7.7 The Contractor or the County may request the Director of DPH, or designee, to execute Change Notices to the MAWO that authorize modifications to or within budget categories within each budget, as reflected in Attachment C (C-1, C-2, C-3, C-4, C-5, and C-6), Budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the MAWO's terms and conditions.

8.0 DATA REPORTING REQUIREMENTS

- 8.1 Contractor shall purchase and/or modify an electronic data interface (EDI) program to facilitate the reporting of demographic/resource data, service utilization, medical and support services outcomes, and linkages and referrals to the County's data management system. Contractor shall receive one-time funding for EDI, so any Contractor that has previously received funds from the County for this purpose will not be eligible for these one-time funds.
- 8.2 The County's data management system will be used to standardize reporting, invoicing, and support program evaluation processes, and to provide DHSP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data quality and compliance with all data submission requirements, as provided in writing by DHSP.

9.0 INVOICE AND PAYMENTS

Contractor shall invoice the County in arrears only for providing the tasks, deliverables, services, and other work specified in this MAWO. Contractor shall invoice County on a hybrid Cost-Reimbursement/Pay-for-Performance (70/30 split) for BHPNS and on a Cost Reimbursement basis for PEP Services.

Invoices under this MAWO shall be submitted to the address(es) set forth in Attachment F.

10.0 CONFLICT OF INTEREST

10.1 No County employee whose position with the County enables such employee to influence the award of this MAWO or any competing Work Order, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Work Order. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect of hereafter to be enacted during the terms of this MAWO. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all personnel implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of the Master Agreement.

11.0 MANDATORY COMPLETION DATE

Contractor shall provide all deliverables no later than the completion date identified in the in Attachment A (A-1 and A-2) Statements of Work and Attachment B (B-1 and B-2) Scopes of Work. The Contractor shall ensure all Services have been performed by such date.


12.0 SERVICES

Contractor will not be paid for any task, deliverable, service, or other work that is not specified in this MAWO, and/or that utilizes personnel not specified in this MAWO, and/or that exceeds the Maximum Total Cost of this MAWO, and/or that goes beyond the expiration date of this MAWO.

/

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS MAWO. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT, REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

COUNTY OF LOS ANGELES

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

By CITY OF LONG BEACH
CONTRACTOR


Signature


THOMAS MODICA
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER
Printed Name


Title ACTING CITY MANAGER

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By 
Patricia Gibson, Chief
Contracts and Grants Division

APPROVED AS TO FORM
March 24, 20 20
CHARLES PARKIN, City Attorney
By 
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

BIOMEDICAL HIV PREVENTION SERVICES

ATTACHMENT A-1

STATEMENT OF WORK

**BIOMEDICAL HIV PREVENTION NAVIGATION SERVICES
(BHPNS)**

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1.0 DESCRIPTION

The County of Los Angeles (County), Department of Public Health (DPH), Division of HIV and STD Programs (DHSP) works closely and collaboratively with various partners, including community-based organizations, clinics, other governmental offices, advocates, and people living with HIV/AIDS (PLWH), as it seeks to control and prevent the spread of HIV and sexually transmitted diseases (STDs), monitor HIV/AIDS and STD morbidity and mortality, increase access to care for those in need, and eliminate HIV-related health inequalities.

Contractor shall provide Biomedical HIV Prevention Navigation Services (BHPNS) in Los Angeles County (LAC). Contractor shall recruit, link, and retain in care those at highest risk for acquiring and/or transmitting HIV, including Black and Latino men who have sex with men (MSM), Black and Latina cisgender heterosexual women, transgendered individuals, and youth age 12 – 29 (with particular emphasis on youth 12-18 years old) in LAC. These services aim to improve the capacity of community-based and healthcare organizations to provide pre-exposure prophylaxis (PrEP) and post-exposure prophylaxis (PEP) services and linkage to HIV care and treatment for PLWH. BHPNS includes:

- Conducting an in-depth risk assessment to clients at highest risk every six months with data entered into DHSP's data system
- Conducting a brief reduction intervention/education to clients receiving BHPNS at least twice a year or more if necessary
- Program Intake
- HIV and STD education
- PrEP and PEP education
- Regular and ongoing communications with clients
- Assisting clients with obtaining necessary documentation
- Assisting clients with medical home relocation
- Medication adherence assistance
- Medication management
- Conducting case conferencing with relevant clinical and non-clinical staff
- Referring and linking to services as necessary
- Conducting client chart reviews
- Linkage to care for clients testing positive for HIV
- Retention assistance

See Attachment B-1, Scope of Work for BHPNS for further details.

1.1 DHSP Program Goal and Objectives

Contractors are required to achieve the DHSP Goal and Objectives described in Table 1 below.

TABLE 1: BHPNS GOAL AND OBJECTIVES	
PRIMARY GOAL:	<i>Decrease HIV infection and transmission and improve health outcomes through comprehensive Biomedical HIV prevention navigation strategies and services</i>
PROGRAM OBJECTIVES:	A. To improve recruitment, linkage, and retention in care for Black and Latino MSM, Black and Latina cisgender heterosexual women, transgendered individuals, and youth age 12 – 29 living with HIV or at high-risk for HIV; B. To train Biomedical HIV Prevention Navigators to play a greater role in reducing and eliminating barriers to the timely prevention, diagnosis and treatment of HIV in their own communities.

1.2 Pay-for-Performance

Contractor may earn additional reimbursement from performance on each of the measures - overall number of new clients started on PrEP and percentage of priority population clients served - by meeting or exceeding the established threshold for incentives as indicated in Attachment A-1, Exhibit 1, Pay-for-Performance Guidelines.

2.0 DEFINITIONS

For additional definitions Contractor shall refer to Master Agreement, Paragraph 2.0, Definitions.

- 2.1 **Cisgender:** A person whose gender identity corresponds with the sex the person had or was identified as having at birth.
- 2.2 **Contractor's Project Manager:** The Contractor's designee responsible to administer the Contract operations and to liaise with the County after the Master Agreement Work Order (MAWO) award as detailed in Attachment G.
- 2.3 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this MAWO as detailed in Attachment F. Responsible for managing inspection of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

- 2.4 **Men Who Have Sex with Men (MSM):** Term used to categorize men who have sex with men but who may identify their sexuality as either gay, straight, bisexual, same gender loving, down low, pansexual, or some other identity.
- 2.5 **Transgender Person:** A person who identifies with or expresses a gender identity that differs from the sex they were assigned at birth.
- 2.6 **Youth:** Persons aged 12-29 years old.

3.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

3.1 County responsibilities

The County will administer the MAWO according to the Master Agreement, Paragraph 6.0, Administration of Master Agreement. Specific duties will include:

- 3.1.1 Monitoring the Contractor's performance in the daily operation of this MAWO.
- 3.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 3.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, subparagraph 8.1, Amendments.

CONTRACTOR

3.2 Contractor Requirements

Contractor shall:

- 3.2.1 Provide both HIV biomedical interventions services (PrEP and PEP) at all service delivery sites.
- 3.2.2 Maintain service location(s) in LAC.
- 3.2.3 Be a certified State of California Office of AIDS PrEP Assistance Program (PrEP-AP) provider and enrollment site.

3.2.4 Maintain a licensed medical clinic approved by the County of Los Angeles, DPH, Health Facilities Inspection Division for Licensing and Certification, in cooperation with the California Department of Public Health (CDPH); OR indicate that the clinic is operating under a physician's license.

3.2.5 Maintain Medi-Cal certification.

3.2.6 Maintain the ability to bill any third-party payer sources (including public/private plans, such as those provided through Covered California, Medicare, or private plans), screen clients for third-party payer sources, and bill those third-party payer sources whenever possible.

3.3 Personnel

3.3.1 Contractor's Project Manager

3.3.1.1 Contractor shall provide a Project Manager and designated alternate to act as a central point of contact with the County as detailed in Attachment G - Contractor's Administration. County must have access to the Contractor's Project Manager during normal working hours as designated in Section 8.0, Days/Hours of Work. Contractor shall provide a telephone number where the Project Manager may be reached on an eight (8) hour per day basis during those hours.

3.3.1.2 Contractor's Project Manager shall act as a central point of contact with the County.

3.3.1.3 Project Manager shall have at least three (3) years of experience providing Biomedical HIV Prevention services within the previous five (5) years.

3.3.1.4 Project Manager must be physically located at the Contractor's clinic location within LAC.

3.3.2 Biomedical HIV Prevention Navigator

3.3.2.1 Contractor shall employ at a minimum one (1) Biomedical HIV Prevention Navigator responsible for, but not limited to, duties related to managing client cases including risk behavior screening, brief interventions, PrEP and PEP educational activities, referrals and linkage to PrEP and PEP services, follow-

up on non-medical and medical appointments, and ensuring other linkages to services and primary medical care (See Description 1.0 and the Scope of Work for BHPNS, Attachment B-1 for more detailed duties).

3.3.2.2 Biomedical HIV Prevention Navigator shall have the following minimum credentials: High school degree **AND** 12 months of experience providing HIV health education or risk reduction counseling, **OR** two (2) demonstrative years as a Biomedical HIV Prevention Navigator. Biomedical HIV Prevention Navigator must demonstrate understanding of PrEP/PEP and have strong socio-cultural identification with one or more of the target populations.

3.4 Staffing

- 3.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one (1) employee on site shall be authorized to act for Contractor in assuring compliance with contractual obligations at all times.
- 3.4.2 All staff and subcontracted staff shall be appropriately licensed or certified to provide services in their respective specialty fields, as required by federal, State, and local laws including, but not limited to counselors, physicians, physician's assistants, nurse practitioners, nurses, laboratory technicians, and diagnostic screening staff.
- 3.4.3 Contractor is responsible for ensuring that all staff and subcontracted staff remain in good standing, with proper certification and licensing as required by law.
- 3.4.4 Contractor's staff and any subcontractor(s) shall display non-judgmental, culture-affirming attitudes.
- 3.4.5 Contractor shall be required to perform background checks of their employees and subcontractors as set forth in Administration of Master Agreement, Paragraph 7.0, sub-paragraph 7.5 – Background & Security Investigations, of the Master Agreement. All costs associated with the background and security investigation shall be borne by the Contractor.
- 3.4.6 **Annual Tuberculin Screening:** Prior to employment or provision of services, and annually (every 12 months) thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening,

according to Attachment J, "Guidelines for Staff Tuberculosis Screening", for each employee, volunteer, subcontractor and consultant providing direct BHPNS. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this MAWO.

Annual tuberculin screening shall be done for each employee, volunteer, subcontractor and consultant providing services hereunder on or before the twelve-month period ends from the last screening date. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test screening test, Tuberculin Sensitivity Test, Pirquet test, or PPD test for Purified Protein Derivative) or blood test (Quaniferon, IGRA, or T-spot) and if positive, a written certification by a physician that the person is free from active tuberculosis based on a chest x-ray prior to resuming job duties.

- 3.4.7 Contractor shall ensure annual performance evaluations are conducted on all staff budgeted and performing services under the proposed MAWO to ensure program staff are meeting job duties as required.

3.5 Training of Contractor's Staff

- 3.5.1 Contractor shall ensure that all new employees and staff receive appropriate DHSP and/or State of California approved training as well as continuing in-service training for all employees mandated by the terms and conditions of the MAWO.
- 3.5.2 Biomedical HIV Prevention Navigator(s) must successfully complete DHSP's specialized trainings which include but are not limited to: HIV 101; STD 101; Motivational Interviewing; PrEP 101; PrEP Navigation; Substance use; and Mental Health training.
- 3.5.3 Contractor's staff shall maintain up-to-date knowledge and skill levels in accordance with their respective job duties and with the rapidly expanding literature and information regarding approaches in prevention, screening, and treatment in the HIV and STD fields.

- 3.5.4 All staff providing direct services shall attend in-service training on substance abuse knowledge, substance user sensitivity, cultural approaches and substance use-related issues, as directed by DHSP.
- 3.5.5 The Program Director or Project Manager shall be appropriately trained, knowledgeable and demonstrate a high level of competency with respect to BHPNS and counseling issues, HIV testing and treatment, STD and Hepatitis screening, substance misuse, community referrals, educational services and general computer skills.
- 3.5.6 All employees shall be trained in their assigned tasks and in the safe handling of equipment, as applicable, when performing services under this MAWO. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.
- 3.5.7 Contractor shall document training activities in a monthly report to DHSP. Training documentation shall include, but is not limited to: date, time, and location of staff training; training topic(s); names of attendees; and level of staff participating.

3.6 Approval of Contractor's Staff and Subcontractors

- 3.6.1 The County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder, and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Program Director.
- 3.6.2 Contractor and any Subcontractor(s) shall remove and replace personnel performing services under the MAWO within fifteen (15) days of the written request of the County. Contractor and/or any Subcontractor(s) shall send County written confirmation of the removal of the personnel in question.
- 3.6.3 The County has the absolute right to approve or disapprove all of Contractor's subcontractors or consultants performing work hereunder and any proposed changes in subcontractor.
- 3.6.4 Contractor shall obtain approval of the DHSP Director or designee prior to signing any subcontractor or consultant

agreement and shall give the DHSP Director thirty (30) days prior notice to review proposed subcontract or consultant agreement.

3.7 Staff Retention Policies and Procedures

Contractor shall demonstrate recruitment and retention of staff and shall provide County a staff retention policies and procedures plan within thirty (30) days of the MAWO start date.

3.8 Uniforms/Identification Badges

3.8.1 Dress code is business professional as defined by the Contractor.

3.8.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.0, Administration of Master Agreement sub-paragraph 7.4 – Contractor’s Staff Identification, of the Master Agreement.

3.9 Materials, Supplies and/or Equipment

3.9.1 The purchase of all materials, supplies, and or equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials, equipment, and/or supplies that are safe for the environment and safe for use by the employee. Such materials, supplies, equipment, etc., must have been clearly identified in the program budget and must have been approved in advance by the DHSP Director, or designee in order to be eligible for cost reimbursement.

3.9.2 In no event shall the County be liable or responsible for payment for materials or equipment purchased absent the required prior written approval.

3.9.3 Any and all materials and equipment purchased under the MAWO are the property of the County and must be returned to County in good working order at the end of the Term of the MAWO.

3.9.4 Contractor shall provide DHSP, at least annually, and as requested in writing by DHSP, a list of equipment purchased with funding through this MAWO. For the purpose of this MAWO, Equipment is defined as an item with a unit cost of five thousand

dollars (\$5,000) or more and a life expectancy of four (4) or more years.

3.10 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the MAWO. When the office is closed, an answering service shall be provided to receive calls and take messages. The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call.

- 3.10.1 Dedicated Biomedical HIV Prevention Services (BHPS) Client Mobile Cell Phone Line/Number:** Additionally, Contractor must maintain a dedicated BHPS client mobile cell phone line for any BHPS-related information calls. Contractor shall obtain client written consent to receive BHPS communication via voicemail or Standard messaging Services (SMS) or other text messaging system. Voice-mail messages left on the dedicated BHPS client mobile cell phone line during normal business hours must be returned within 30 minutes of receipt of the call. Voice-mail messages left on the dedicated BHPS client mobile phone line outside the Contractor's stated business hours must be returned at the start of the next business day. The dedicated BHPS client mobile cell phone line voice-mail greeting must be approved by DHSP prior to use.

The dedicated BHPS client mobile cell phone number should not change during the term of this MAWO and shall be listed on all informational material as well as listed in the getprepla.com PrEP Directory: <http://getprepla.com/provider-directory/>. Contractor must also dedicate an SMS, or other text messaging system, to communicate appointment reminders, as well as other non-PHI information to clients being served under the BHPS, but only after getting the client's written consent to receive communications via SMS or other text messaging systems.

- 3.10.2 Contractor's Facility:** Contractor shall maintain each facility in good repair and sufficient to facilitate high-quality, appropriate services. Contractor's facility and location shall satisfy each of the following requirements:

- a. Meets American's with Disabilities Act requirements for accessibility;
- b. Is near public transportation;
- c. Is open during client-friendly hours (e.g., evenings, weekends);
- d. Free parking is available;
- e. All equipment needed is in working order;
- f. Privacy at the front (sign-in area) or reception desk;
- g. Free of graffiti and trash on grounds and in facility;
- h. Designated room for all screening services;
- i. Security provided outside and inside the facility;
- j. Confidential screening, treatment and interview rooms present and available for use;
- k. Clear, distinct outside signage; and
- l. Facilities are clean, well-lit, and clearly marked indicating location of services.

3.10.3 Contractor's Service Delivery Site(s): Location of Contractor's facilities at which services are to be provided hereunder:

2525 Grand Avenue, Long Beach, California 90815.

Contractor shall request approval from DHSP in writing a minimum of thirty (30) days before terminating services at such locations and/or before commencing services at any other location(s). Contractor must obtain prior written approval from DHSP before commencing services.

3.11 Guidelines on Materials Review

3.11.1 Contractor shall obtain written approval from DHSP's Director or designee for all administrative and educational materials utilized in association with the delivery of services for the program prior to use in order to ensure that such materials adhere to community norms and values and are in compliance with all MAWO requirements.

3.11.2 Contractor shall comply with federal, State, and local regulations regarding HIV or STD educational materials. Instructions on which educational materials need to be submitted for materials review can be found at:

<http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm#MATERIALS>

3.12 County's Data Management System

- 3.12.1 The County's data management system is used to standardize reporting and billing/invoicing, support program evaluation processes, and to provide DHSP and Contractor with information relative to the HIV and STD epidemic in LAC. Contractor shall ensure data quality, and compliance with all data submission requirements, provided in writing by DHSP.
- 3.12.2 Contractor shall utilize County's data management system to register clients' demographic/resource data; enter service utilization data, medical and support service outcomes; and record linkages/referrals to other service providers and/or systems of care.
- 3.12.3 Contractor may enter data directly into the County's data management system or send data electronically to the County's data management system via an electronic data interface (EDI) monthly.

3.13 People with HIV/AIDS Bill of Rights and Responsibilities

The County will administer the Contract according to Attachment K, People with HIV/AIDS Bill of Rights and Responsibilities (Bill of Rights). Director shall notify Contractor of any revision of these Bill of Rights Guidelines, which shall become part of this MAWO.

Contractor shall post this Bill of Rights document and/or Contractor-specific higher standard at all care services provider sites, and disseminate it to all patients/patients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the Bill of Rights. In addition, Contractor shall notify of and provide to its officers, employees, and agents, the Bill of Rights document and/or Contractor-specific higher standard.

If Contractor chooses to modify Attachment K, Bill of Rights, in accordance with Contractor's own document, Contractor shall demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

3.14 Emergency Medical Treatment

- 3.14.1 Contractor shall arrange immediate transport for any client receiving services who requires emergency medical treatment for physical illness or injury.

3.14.2 Contractor shall have written policies for staff regarding how to access emergency medical treatment for clients. Such written policies must be provided to DHSP.

3.15 County's Commission on HIV

All services provided under the MAWO should be in accordance with the standards of care as determined by the County of Los Angeles Commission on HIV (Commission). Contractor shall actively view the Commission website (<http://hivcommission-la.info/>) and where possible, participate in the deliberations and respectful dialogue of the Commission to assist in the planning and operations of HIV prevention and care services in LAC.

3.16 Client Feedback

All services provided under this MAWO shall be subjected to regular client feedback. Contractor shall develop and maintain ongoing efforts to obtain input from clients in the design and/or delivery of services as referenced in Section 7.0, Clinical Quality Management Plan.

3.16.1 In order to obtain input from clients served, Contractor shall regularly implement and establish one or more of the following:

- a. Satisfaction survey tool;
- b. Focus groups with analysis and use of documented results;
- c. Public meeting with analysis and use of documented results;
- d. Visible suggestion box; and/or
- e. Other client input mechanism(s).

4.0 SPECIFIC WORK REQUIREMENTS

Primary responsibilities and/or services to be provided by the Contractor shall include, but not be limited to, those activities as listed in Attachment B-1, Scope of Work for BHPNS.

5.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

5.1 Contractor must obtain permission from the Director of DHSP or designee at least thirty (30) days prior to the addition/deletion of service facilities, specific tasks and/or work hour adjustments.

5.2 All changes must be made in accordance Paragraph 8.0, Standard Terms and Conditions, sub-paragraph 8.1, Amendments of the Master Agreement.

6.0 CLINICAL QUALITY MANAGEMENT PROGRAM

Contractor shall implement a Clinical Quality Management (CQM) program pursuant Title XXVI of the Public Health Service Act RWHAP Parts A – D and the Health Resources and Services Administration (HRSA) RWHAP expectations for clinical quality management programs, that assesses the extent to which the care and services provided are consistent with federal (e.g., U.S. Department of Health and Human Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The CQM program shall at a minimum:

- 6.1 Establish and maintain a CQM program infrastructure including the leadership and accountability of the medical director or executive director of the program;
- 6.2 Collect, analyze and report performance measurement data to guide implementation of quality improvement activities and assess outcomes;
- 6.3 Track client perception of their health and effectiveness of the service received through patient satisfaction surveys;
- 6.4 Involve clients and their input in the CQM program activities to ensure that their needs are being addressed;
- 6.5 Serve as a continuous quality improvement process with direct reporting of data and quality improvement activities to senior leadership and DHSP no less than on an annual basis;
- 6.6 Perform an evaluation of the effectiveness of the CQM program on an annual basis; and
- 6.7 Aim to improve patient care, health outcomes, and/or patient satisfaction.

7.0 CLINICAL QUALITY MANAGEMENT PLAN

Contractor shall implement its CQM program based on a written CQM plan. Contractor shall develop one agency-wide CQM plan that encompasses all HIV/AIDS care services. Contractor shall submit to DHSP within sixty (60) days of the receipt of this fully executed MAWO, its written CQM plan. The plan shall be reviewed and updated as needed by the agency's CQM committee, and signed by the medical director or executive director and submitted to DHSP. The CQM plan and its implementation may be reviewed by DHSP staff during its onsite program review. The written CQM plan shall at a minimum include the following components:

- 7.1 Objectives: CQM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

- 7.2 CQM Committee: The plan shall describe the purpose of the Clinical Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established quality improvement committee need not create a separate CQM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.
- 7.3 Selection of a Quality Improvement (QI) approach: The CQM plan shall describe an elected QI approach, such as Plan-Do-Study-Act (PDSA) and/or other model(s).
- 7.4 Implementation of CQM Program:
- (1) Selection of Performance Indicators – Contractor shall describe how performance measures are selected. Contractor shall collect and analyze data for at least one or more performance measures per HRSA RWHAP expectations for clinical quality management programs. Contractor is encouraged to select performance measures from HRSA's HIV/AIDS Bureau Performance Measure Portfolio. Contractor may request technical assistance from DHSP CQM Program staff regarding the selection, development and implementation of performance measures.
 - (2) Data Collection Methodology – Contractor shall describe its strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys, etc.), and process for implementing data collection tools for measuring performance.
 - (3) Data Analysis – Contractor shall describe its process for review and analysis of performance measure monitoring results at the QM committee level. This description shall include how and when these findings are communicated with all program staff involved and with senior leadership.
 - (4) Improvement Strategies - Contractor shall describe its CQM Committee's process for selecting and implementing quality improvement projects and activities and how this is documented and tracked in order to effectively assess progress of improvement efforts from the current year to the next.
- 7.5 Participation in Los Angeles Regional Quality Group: Contractor shall identify a representative to participate in at least two (2) quarterly meetings of the Los Angeles Regional Quality Group (RQG). The RQG is supported and facilitated by DHSP in partnership with the Center for Quality Improvement and Innovation (CQII) and HIVQUAL and provides

opportunities for sharing information, best practices and networking with local area HIV/AIDS providers.

- 7.6 QM Contact: Contractor shall identify a contact for all QM related activities and issues. This person shall serve as point of contact for QM related matters, requests, announcements and other activities.
- 7.7 Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care through patient satisfaction surveys or other mechanism. Feedback shall include the degree to which the service meets client needs and satisfaction. Patient satisfaction survey results and client feedback shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee at least annually for continuous program improvement.
- 7.8 Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data shall be routinely tracked, trended, and reported to the agency's CQM committee for discussion and resolution of quality of care or service issues identified. This information shall be made available to DHSP staff during program reviews.
- 7.9 Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to the DHSP Executive Office, upon occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:
- (1) A written report shall be made to the appropriate licensing authority and to DHSP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events shall include the following:
 - (a) Any unusual incident and/or sentinel event which threatens the physical or emotional health or safety of any person, to include but not limited to suicide, medication error, delay in treatment, and/or serious injury.
 - (b) Any suspected physical or psychological abuse of any person, such as a child, adult, and the elderly.
 - (2) The written report shall include the following:
 - (a) Patient's name, age, and sex;
 - (b) Date and nature of event;

(c) Disposition of the case; and

(d) Staffing pattern at the time of the incident.

8.0 PARTICIPATION IN DHSP CLINICAL QUALITY MANAGEMENT PROGRAM: In an effort to coordinate and prioritize CQM activities across the eligible metropolitan area (EMA), Contractor is expected to participate in and coordinate CQM program activities with the DHSP CQM program. At a minimum, Contractor shall:

- A. Participate in EMA-wide and/or DHSP supported quality improvement activities and initiatives;
- B. Participate in EMA-wide and/or DHSP supported CQM trainings and capacity building activities; and
- C. Submit routine and/or ad-hoc reports of relevant CQM program activities as directed by DHSP

9.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this MAWO using the quality assurance procedures as defined in the Master Agreement Paragraph 8.0, Standard Terms and Conditions, sub-paragraph 8.17, County's Quality Assurance Plan. Such evaluation will include assessing Contractor's compliance with all MAWO terms and performance standards.

9.1 Meetings

Contractor shall meet with the County as requested. Failure to attend mandatory meetings will constitute a material breach of this MAWO.

9.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this MAWO at any time during normal business hours. However, these observations may not unreasonably interfere with the Contractor's performance.

10.0 HOURS/DAYS OF WORK

The Contractor shall provide BHPNS during the hours that are the most effective and convenient for the target population. Hours may be the standard Monday through Friday, between 8:00 a.m. to 5:00 p.m., but may also include alternate hours such as evenings, late nights, and weekends. Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; Presidents' Day; Cesar Chavez Day; Memorial Day;

Independence Day; Labor Day; Indigenous Peoples' Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

11.0 WORK SCHEDULES

- 11.1 Contractor shall maintain a work schedule for each location/facility and submit to the County Project Manager upon request. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames of the tasks to be performed by day of the week and morning, afternoon, and/or evening hours.
- 11.2 Contractor shall notify County Project Manager when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager within thirty (30) working days prior to scheduled time for work.

DIVISION OF HIV AND STD PROGRAMS
BIOMEDICAL HIV PREVENTION SERVICES
BIOMEDICAL HIV PREVENTION NAVIGATION SERVICES
PAY-FOR-PERFORMANCE GUIDELINES

The Division of HIV and STD Programs (DHSP) established Pay-for-Performance (PFP) guidelines in order to incentivize Contractor(s) to meet established goals for providing Biomedical HIV Prevention Navigation services to priority populations. In order for Contractor(s) to earn additional reimbursement, performance on each of the measures – overall number of new clients started on PrEP and percentage of priority population clients served – must meet or exceed the established threshold for incentives as indicated in the table below.

The performance measures, threshold for incentives, and rate of incentive reimbursement are as follows:

Performance Measure*	Threshold for Incentives	Rate of PFP Reimbursement (Percent of PFP Budget)
*Number of new clients started on PrEP	80%	50%
**Percentage of priority population clients served	80%	50%

**New client = client who has never taken PrEP for HIV prevention. Does not include clients currently or previously on PrEP in your clinic or those currently or previously on PrEP who transferred from another clinic.*

***Priority populations are defined as Black and Latino MSM, Black and Latina cisgender heterosexual women, injection drug users, youth (12-18 years old), and transgender persons.*

Cost-Reimbursement Budget and Pay-for-Performance Reimbursement

The Cost-Reimbursement Budget covers 70% of the allocated maximum contracted obligation and the PFP Reimbursement comprises the additional 30%. If any or all of the performance measures are met, Contractor may submit the PFP Reimbursement Request with proper backup documentation, at a minimum quarterly, which may be reimbursable up to the rate of reimbursement listed in the table for each performance measure.

Performance measure data (backup documentation) submitted by Contractor to support the PFP Reimbursement will be reviewed and compared to data in DHSP's data management system in order to verify the accuracy of the numbers provided. It is the Contractor's responsibility to confirm that all data is accurate and submitted to DHSP in a timely manner to ensure accurate analysis by DHSP staff in order to receive any earned PFP Reimbursement.

DHSP reserves the right to adjust or deny reimbursement if data verification activities result in changes to the performance measure numbers submitted by Contractors.

SCOPE OF WORK

Biomedical HIV Prevention Navigation Services (BHPNS)

Term: October 1, 2019 through June 30, 2020

CITY OF LONG BEACH

Objective: Provide BHPNS to 114 clients annually

1	Collect intake information at each medical visit	<ul style="list-style-type: none"> - Collect client demographic information including but not limited to: date of birth, gender, age, and gender of sexual partners. - Collect client eligibility information - Identify clients who are potential PrEP candidates - Monitor risk behaviors of clients - Identify ongoing risk indicators 	Data elements will be included in report to Division of HIV and STD Program (DHSP) collected as part of reporting requirements.
2	Conduct a risk behavior screening at least every six (6) months and at discontinuation	<ul style="list-style-type: none"> - Based on risk behavior screen results, conduct a brief intervention to raise client's awareness of their risk and motivate behavior change* 	Documentation in the client's chart must clearly indicate that a risk reduction strategy was discussed with the client based on the risk assessment. Data elements will be included in report to DHSP collected as part of reporting requirements.
3	Conduct brief risk reduction education/intervention at least every six (6) months or more frequently if necessary	<ul style="list-style-type: none"> - Discuss HIV and STDs: <ul style="list-style-type: none"> • Prevention • Transmission • Symptoms • Treatment • Testing • Importance of getting tested every three months or more if symptoms arise - Discuss risk reduction options 	Documentation in the client's chart must clearly indicate that a risk reduction strategy was discussed with the client based on the risk assessment. Data elements will be included in report to DHSP collected as part of reporting requirements.
4	Provide HIV and STD prevention education at least every six (6) months or more frequently if necessary		Documentation in the client's chart must clearly indicate that a risk reduction strategy was discussed with the client based on the risk assessment. Data elements will be included in report to DHSP collected as part of reporting requirements.

DHSP BIOMEDICAL HIV PREVENTION SERVICES

*Indicates protocols, interventions, education materials, program forms, etc., that may require prior approval from DHSP before use. Material Requirements can be found at: <http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm>

SCOPE OF WORK

Biomedical HIV Prevention Navigation Services (BHPNS)

Term: October 1, 2019 through June 30, 2020

CITY OF LONG BEACH

Objective: Provide BHPNS to 114 clients annually

5	Provide PEP and PrEP education	<ul style="list-style-type: none"> Provide basic PrEP education including the importance of adherence Provide basic PEP education including the importance of adherence Discuss the risks of STD acquisition in the context of PrEP Discuss other HIV prevention options including condom use education Provide DHSP approved fact sheet on side-effect management Discuss special client needs including but not limited to: <ul style="list-style-type: none"> Adherence Referrals (e.g. Mental Health and Substance Use) 	Documentation in the client's chart must contain a signed and dated PrEP or PEP fact sheet. Data elements will be included in report to DHSP collected as part of reporting requirements.
6	Case conference	<ul style="list-style-type: none"> Conduct referrals as needed based on the assessment conducted at program intake. Referrals include but are not limited to: mental health and substance abuse services, other prevention services such as partner services, syringe exchange, and general social services Every effort should be made to ensure that the client was successfully linked to services* 	Data elements will be included in report to DHSP collected as part of reporting requirements. Documentation in the client's chart must clearly indicate which topics were discussed and what steps were taken to meet the client's needs.
7	Provide referral to services	<ul style="list-style-type: none"> Conduct referrals as needed based on the assessment conducted at program intake. Referrals include but are not limited to: mental health and substance abuse services, other prevention services such as partner services, syringe exchange, and general social services Every effort should be made to ensure that the client was successfully linked to services* 	Documentation in the client's chart must clearly indicate which referrals were provided based on the client assessment. Documentation must clearly indicate efforts made to ensure that client was successfully linked to referral. A successful linkage will be indicated by evidence client went to referral appointment. Data elements will be included in report to DHSP collected as part of reporting requirements.
8	Assist in obtaining necessary documentation	<ul style="list-style-type: none"> Necessary documents include but not limited to the following: <ul style="list-style-type: none"> Eligibility for programs Medical release of information Insurance 	Data elements will be included in report to DHSP collected as part of reporting requirements. Documentation in the client's chart must clearly indicate what documentation was obtained.

DHSP BIOMEDICAL HIV PREVENTION SERVICES

*Indicates protocols, interventions, education materials, program forms, etc., that may require prior approval from DHSP before use. Material Requirements can be found at: <http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm>

SCOPE OF WORK

Biomedical HIV Prevention Navigation Services (BHPNS)

Term: October 1, 2019 through June 30, 2020

CITY OF LONG BEACH

Objective: Provide BHPNS to 114 clients annually

9	<p>Communication with client</p>	<p>Monthly contact with the client is a best practice. Communication will be consistent with the client's acuity. Client communication can be in many forms, for example: in person; phone; text; email; social media, etc. Communication with the client includes but not limited to the following:</p> <ul style="list-style-type: none"> • appointment reminders • missed appointment calls • 2-3 day appointment follow-up • side-effect and adherence check in • scheduling and re-scheduling appointments • follow-up STD appointments • reasons for discontinuation 	<p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p> <p>Documentation in the client's chart must clearly indicate....</p>
10	<p>Assist the client with medical home relocation</p>	<p>Activities include but are not limited to the following:</p> <ul style="list-style-type: none"> • Scheduling appointment • Confirming insurance eligibility • Program eligibility • Medical release of information • Insurance information 	<p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p> <p>Documentation in the client's chart that clearly indicates if the client was referred to another medical provider.</p> <p>Documentation must include a notation that a transition plan was developed and provided to the client. If appropriate, a signed medical release should be placed in the client's record. Documentation should clearly demonstrate that the coordinator assisted</p> <p>the client in making the appointment and that appropriate documentation was provided to the client and/or the client's new provider as appropriate.</p>

DHSP BIOMEDICAL HIV PREVENTION SERVICES

*Indicates protocols, interventions, education materials, program forms, etc., that may require prior approval from DHSP before use. Material Requirements can be found at: <http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm>

SCOPE OF WORK

Biomedical HIV Prevention Navigation Services (BHPNS)

Term: October 1, 2019 through June 30, 2020

CITY OF LONG BEACH

Objective: Provide BHPNS to 114 clients annually

11	Chart Review prior to and/or after medical appointment or other	<ul style="list-style-type: none"> - Chart Review must be done to identify client needs including but not limited to the following issues: <ul style="list-style-type: none"> • Adherence • Substance use • Mental health • HIV and STD test results • Social service needs - Follow ups include but not limited to the following: <ul style="list-style-type: none"> • Adherence assistance • Referral to services (mental health substance use, HIV/STD care) 	Data elements will be included in report to DHSP collected as part of reporting requirements.
12	Medical or psychosocial follow ups	<ul style="list-style-type: none"> - Adherence assistance includes but is not limited to the following: <ul style="list-style-type: none"> • Discuss importance of adherence • Provide strategies for medication reminders • Supply tools to support medication adherence • Follow up check in with clients to support adherence 	Data elements will be included in report to DHSP collected as part of reporting requirements.
13	Provide adherence assistance	<ul style="list-style-type: none"> - Medication management consists of ensuring that the client fills and gets refills for medication <ul style="list-style-type: none"> • Pharmacy check (in-house pharmacy) • Follow up call with clients to confirm prescription was filled 	Data elements will be included in report to DHSP collected as part of reporting requirements.
14	Medication management		Data elements will be included in report to DHSP collected as part of reporting requirements.

DHSP BIOMEDICAL HIV PREVENTION SERVICES

*Indicates protocols, interventions, education materials, program forms, etc., that may require prior approval from DHSP before use. Material Requirements can be found at: <http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm>

SCOPE OF WORK

Biomedical HIV Prevention Navigation Services (BHPNS)

Term: October 1, 2019 through June 30, 2020

CITY OF LONG BEACH

Objective: Provide BHPNS to 114 clients annually

15	<p>Conduct referrals and linkage to primary care</p>	<ul style="list-style-type: none"> - Assess and refer as needed to appropriate PrEP provider covered by client's insurance - Create individual transition plan with client, which includes identifying their primary care provider (PCP) or helping them identify a new one in their plan - Obtain medical release of information - Assist client, as needed, with scheduling appointment and transfer of appropriate medical information to client or provider - Send referral packet to PCP 	<p>Documentation in the client's chart that clearly indicates if the client was referred to another medical provider.</p> <p>Documentation must include a notation that a transition plan was developed and provided to the client. If appropriate, a signed medical release should be placed in the client's record.</p> <p>Documentation should clearly demonstrate that the coordinator assisted the client in making the appointment and that appropriate documentation was provided to the client and/or the client's new provider as appropriate.</p> <p>Data elements will be included in report to DHSP collected as part of the reporting requirements</p>
16	<p>Document client discontinuation</p>	<ul style="list-style-type: none"> - Clients no longer in care must be discontinued. - At the time of discontinuation: <ul style="list-style-type: none"> • If client discontinues PrEP visits, make and document at least 3 attempts to follow up • If client is reached document reason for discontinuation • Conduct behavioral risk assessment at discontinuation • Discuss risk reduction strategies, if ongoing risk is identified 	<p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>

DHSP BIOMEDICAL HIV PREVENTION SERVICES

*Indicates protocols, interventions, education materials, program forms, etc., that may require prior approval from DHSP before use. Material Requirements can be found at: <http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm>

SCOPE OF WORK

Biomedical HIV Prevention Navigation Services (BHPNS)

Term: July 1, 2020 through June 30, 2021

CITY OF LONG BEACH

Objective: Provide BHPNS to 228 clients annually

1	Collect intake information at each medical visit	<ul style="list-style-type: none"> - Collect client demographic information including but not limited to: date of birth, gender, age, and gender of sexual partners. - Collect client eligibility information. - Identify clients who are potential PREP candidates - Monitor risk behaviors of clients - Identify ongoing risk indicators 	Data elements will be included in report to Division of HIV and STD Program (DHSP) collected as part of reporting requirements.
2	Conduct a risk behavior screening at least every six (6) months and at discontinuation		Documentation in the client's chart must clearly indicate that a risk reduction strategy was discussed with the client based on the risk assessment.
3	Conduct brief risk reduction education/intervention at least every six (6) months or more frequently if necessary	<ul style="list-style-type: none"> - Based on risk behavior screen results, conduct a brief intervention to raise client's awareness of their risk and motivate behavior change. 	Data elements will be included in report to DHSP collected as part of reporting requirements.
4	Provide HIV and STD prevention education at least every six (6) months or more frequently if necessary	<ul style="list-style-type: none"> - Discuss HIV and STDs: <ul style="list-style-type: none"> • Prevention • Transmission • Symptoms • Treatment • Testing • Importance of getting tested every three months or more if symptoms arise - Discuss risk reduction options 	Documentation in the client's chart must clearly indicate that a risk reduction strategy was discussed with the client based on the risk assessment.
			Data elements will be included in report to DHSP collected as part of reporting requirements.

DHSP BIOMEDICAL HIV PREVENTION SERVICES
 *Indicates protocols, interventions, education materials, program forms, etc., that may require prior approval from DHSP before use. Material Requirements can be found at: <http://publichealth.lacounty.gov/dhsp/infoForContractors.htm>

SCOPE OF WORK

Biomedical HIV Prevention Navigation Services (BHPNS)

Term: July 1, 2020 through June 30, 2021

CITY OF LONG BEACH

Objective: Provide BHPNS to 228 clients annually

5	Provide PEP and PrEP education	<ul style="list-style-type: none"> Provide basic PrEP education including the importance of adherence Provide basic PEP education including the importance of adherence Discuss the risks of STD acquisition in the context of PrEP Discuss other HIV prevention options including condom use education Provide DHSP approved fact sheet on side-effect management Discuss special client needs including but not limited to: <ul style="list-style-type: none"> Adherence Referrals (e.g. Mental Health and Substance Use) 	Documentation in the client's chart must contain a signed and dated PrEP or PEP fact sheet. Data elements will be included in report to DHSP collected as part of reporting requirements.
6	Case conference	<ul style="list-style-type: none"> Conduct referrals as needed based on the assessment conducted at program intake. Referrals include but are not limited to: mental health and substance abuse services, other prevention services such as partner services, syringe exchange, and general social services Every effort should be made to ensure that the client was successfully linked to services* 	Data elements will be included in report to DHSP collected as part of reporting requirements. Documentation in the client's chart must clearly indicate which topics were discussed and what steps were taken to meet the client's needs. Documentation in the client's chart must clearly indicate which referrals were provided based on the client assessment.
7	Provide referral to services	<ul style="list-style-type: none"> Necessary documents include but not limited to the following: <ul style="list-style-type: none"> Eligibility for programs Medical release of information Insurance 	Documentation must clearly indicate efforts made to ensure that client was successfully linked to referral. A successful linkage will be indicated by evidence client went to referral appointment. Data elements will be included in report to DHSP collected as part of reporting requirements.
8	Assist in obtaining necessary documentation		Data elements will be included in report to DHSP collected as part of reporting requirements. Documentation in the client's chart must clearly indicate what documentation was obtained.

DHSP BIOMEDICAL HIV PREVENTION SERVICES

*Indicates protocols, interventions, education materials, program forms, etc., that may require prior approval from DHSP before use. Material Requirements can be found at: <http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm>

SCOPE OF WORK

Biomedical HIV Prevention Navigation Services (BHPNS)

Term: July 1, 2020 through June 30, 2021

CITY OF LONG BEACH

Objective: Provide BHPNS to 228 clients annually

9	Communication with client	<p>- Monthly contact with the client is a best practice. Communication will be consistent with the client's acuity. Client communication can be in many forms, for example: in person; phone; text; email; social media, etc. Communication with the client includes but not limited to the following:</p> <ul style="list-style-type: none"> • appointment reminders • missed appointment calls • 2-3 day appointment follow-up • side-effect and adherence check in • scheduling and re-scheduling appointments • follow-up STD appointments • reasons for discontinuation 	<p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p> <p>Documentation in the client's chart must clearly indicate.....</p>
10	Assist the client with medical home relocation	<p>- Activities include but are not limited to the following:</p> <ul style="list-style-type: none"> • Scheduling appointment • Confirming insurance eligibility • Program eligibility • Medical release of information • Insurance information 	<p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p> <p>Documentation in the client's chart that clearly indicates if the client was referred to another medical provider.</p> <p>Documentation must include a notation that a transition plan was developed and provided to the client. If appropriate, a signed medical release should be placed in the client's record. Documentation should clearly demonstrate that the coordinator assisted</p> <p>the client in making the appointment and that appropriate documentation was provided to the client and/or the client's new provider as appropriate.</p>

DHSP BIOMEDICAL HIV PREVENTION SERVICES

*Indicates protocols, interventions, education materials, program forms, etc., that may require prior approval from DHSP before use. Material Requirements can be found at: <http://publichealth.lacounty.gov/dhsp/info/Contractors.htm>

SCOPE OF WORK

Biomedical HIV Prevention Navigation Services (BHPNS)

Term: July 1, 2020 through June 30, 2021

CITY OF LONG BEACH

Objective: Provide BHPNS to 228 clients annually

11	Chart Review prior to and /or after medical appointment or other	<ul style="list-style-type: none"> - Chart Review must be done to identify client needs including but not limited to the following issues: <ul style="list-style-type: none"> • Adherence • Substance use • Mental health • HIV and STD test results • Social service needs 	Data elements will be included in report to DHSP collected as part of reporting requirements.
12	Medical or psychosocial follow ups	<ul style="list-style-type: none"> - Follow ups include but not limited to the following: <ul style="list-style-type: none"> • Adherence assistance • Referral to services (mental health substance use, HIV/STD care) 	Data elements will be included in report to DHSP collected as part of reporting requirements.
13	Provide adherence assistance	<ul style="list-style-type: none"> - Adherence assistance includes but is not limited to the following: <ul style="list-style-type: none"> • Discuss importance of adherence • Provide strategies for medication reminders • Supply tools to support medication adherence • Follow up check in with clients to support adherence 	Data elements will be included in report to DHSP collected as part of reporting requirements.
14	Medication management	<ul style="list-style-type: none"> - Medication management consists of ensuring that the client fills and gets refills for medication <ul style="list-style-type: none"> • Pharmacy check (in-house pharmacy) • Follow up call with clients to confirm prescription was filled 	Data elements will be included in report to DHSP collected as part of reporting requirements.

DHSP BIOMEDICAL HIV PREVENTION SERVICES
*Indicates protocols, interventions, education materials, program forms, etc., that may require prior approval from DHSP before use. Material Requirements can be found at: <http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm>

SCOPE OF WORK

Biomedical HIV Prevention Navigation Services (BHPNS)

Term: July 1, 2020 through June 30, 2021

CITY OF LONG BEACH

Objective: Provide BHPNS to 228 clients annually

15	Conduct referrals and linkage to primary care	<ul style="list-style-type: none"> - Assess and refer as needed to appropriate PrEP provider covered by client's insurance - Create individual transition plan with client, which includes identifying their primary care provider (PCP) or helping them identify a new one in their plan - Obtain medical release of information - Assist client, as needed, with scheduling appointment and transfer of appropriate medical information to client or provider - Send referral packet to PCP 	<p>Documentation in the client's chart that clearly indicates if the client was referred to another medical provider.</p> <p>Documentation must include a notation that a transition plan was developed and provided to the client. If appropriate, a signed medical release should be placed in the client's record.</p> <p>Documentation should clearly demonstrate that the coordinator assisted the client in making the appointment and that appropriate documentation was provided to the client and/or the client's new provider as appropriate.</p> <p>Data elements will be included in report to DHSP collected as part of the reporting requirements</p>
16	Document client discontinuation	<ul style="list-style-type: none"> - Clients no longer in care must be discontinued. - At the time of discontinuation: <ul style="list-style-type: none"> • If client discontinues PrEP visits, make and document at least 3 attempts to follow up • If client is reached document reason for discontinuation • Conduct behavioral risk assessment at discontinuation • Discuss risk reduction strategies, if ongoing risk is identified 	<p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>

DHSP BIOMEDICAL HIV PREVENTION SERVICES

*Indicates protocols, interventions, education materials, program forms, etc., that may require prior approval from DHSP before use. Material Requirements can be found at: <http://publichealth.lacounty.gov/dhsp/infoForContractors.htm>

**BIOMEDICAL HIV PREVENTION SERVICES
ATTACHMENT A-2**

**STATEMENT OF WORK
FOR
POST-EXPOSURE PROPHYLAXIS (PEP) SERVICES**

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1.0 DESCRIPTION

The County of Los Angeles (County), Department of Public Health (DPH), Division of HIV and STD Programs (DHSP) works closely and collaboratively with various partners, including community-based organizations, clinics, other governmental offices, advocates, and people living with HIV/AIDS (PLWH), as it seeks to control and prevent the spread of HIV and sexually transmitted diseases (STDs), monitor HIV/AIDS and STD morbidity and mortality, increase access to care for those in need, and eliminate HIV-related health inequalities.

Contractor shall provide Post-exposure Prophylaxis (PEP) services to requesting clients who may have been exposed to HIV. PEP services involve the administration of a 28-day course of an antiretroviral medication regimen taken within 72-hours of a high-risk exposure to prevent HIV zero-conversion (best practice encourages PEP use within 36-hours of exposure with 72-hours being the outer time limit). Other services include risk behavior screening, HIV prevention education, referral for other services, benefits navigation and enrollment, and linkage to care (See Attachment B-2, Scope of Work for PEP Services for further details).

1.1 DHSP Program Goal and Objectives

Contractors are required to achieve the DHSP Goal and Objectives described in Table 1 below.

PRIMARY GOAL:	<i>Decrease HIV infection and transmission and improve health outcomes through comprehensive Biomedical HIV prevention strategies and services</i>
PROGRAM OBJECTIVES:	A. To maintain a client's HIV-negative status through the proper administration of PEP. B. To provide PEP medications to individuals within 36-hours of a possible HIV exposure. C. To ensure a client's adherence to a PEP prescription. D. To link PEP clients to pre-exposure prophylaxis (PrEP) and Biomedical HIV Prevention Navigation Services.

2.0 DEFINITIONS

For additional definitions, Contractor shall refer to Master Agreement, Paragraph 2.0, Definitions.

- 2.1 **Biomedical HIV Prevention Navigation Services (BHPNS):** Services provided by persons trained as PrEP and PEP navigators that are effective in reducing and eliminating barriers to the timely prevention, diagnosis and treatment of HIV in their own communities. Services include improving the capacity of community-based and healthcare organizations to provide PrEP and PEP navigation services as well as linkage to HIV care and treatment for persons identified with HIV.
- 2.2 **Cisgender:** A person whose gender identity corresponds with the sex the person had or was identified as having at birth.
- 2.3 **Contractor's Project Manager:** The Contractor's designee responsible to administer the Contract operations and to liaise with the County after the Contract award as detailed in Attachment G.
- 2.4 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this MAWO as detailed in Attachment F. Responsible for managing inspection of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **Men Who Have Sex with Men (MSM):** Term used to categorize men who have sex with men but who may identify their sexuality as either gay, straight, bisexual, same gender loving, down low, pansexual, or some other identity.
- 2.6 **Transgender Person:** A person who identifies with or expresses a gender identity that differs from the sex they were assigned at birth.
- 2.7 **Youth:** Persons aged 12-29 years old.

3.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

3.1 County responsibilities

The County will administer the MAWO according to the Master Agreement, Paragraph 6.0, Administration of Master Agreement. Specific duties will include:

- 3.1.1 Monitoring the Contractor's performance in the daily operation of this MAWO.
- 3.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

- 3.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, subparagraph 8.1, Amendments.

CONTRACTOR

3.2 Contractor Requirements

Contractor shall:

- 3.2.1 Provide both HIV biomedical interventions services (PrEP and PEP) at all service delivery sites.
- 3.2.2 Maintain service delivery location(s) in LAC.
- 3.2.3 Be a certified State of California Office of AIDS PrEP Assistance Program (PrEP-AP) provider and enrollment site.
- 3.2.4 Maintain a licensed medical clinic approved by the County of Los Angeles, DPH, Health Facilities Inspection Division for Licensing and Certification, in cooperation with the California Department of Public Health (CDPH); OR indicate that the clinic is operating under a physician's license.
- 3.2.5 Maintain Medi-Cal certification.
- 3.2.6 Maintain the ability to bill any third-party payer sources (including public/private plans, such as those provided through Covered California, Medicare, or private plans), screen clients for third-party payer sources, and bill those third-party payer sources whenever possible.

3.3 Personnel

3.3.1 Contractor's Project Manager

- 3.3.1.1 Contractor shall provide a Project Manager and designated alternate to act as a central point of contact with the County as detailed in Attachment G. County must have access to the Contractor's Project Manager during normal working hours as designated in Section 8.0, Days/Hours of Work. Contractor shall provide a telephone number where the Project Manager may be reached on an eight (8) hour per day basis during those hours.

3.3.1.2 Contractor's Project Manager shall act as a central point of contact with the County.

3.3.1.3 Project Manager shall have at least three (3) years of experience providing Biomedical HIV Prevention services within the previous five (5) years.

3.3.1.4 Project Manager must be physically located at the Contractor's clinic location within LAC.

3.3.2 Medical Provider

3.3.2.1 Contractor shall have a minimum of one (1) licensed medical provider to provide medical oversight, patient care, and prescriptions for patients.

3.4 Staffing

3.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one (1) employee on site shall be authorized to act for Contractor in assuring compliance with contractual obligations at all times.

3.4.2 All staff and subcontracted staff shall be appropriately licensed or certified to provide services in their respective specialty fields, as required by federal, State, and local laws including, but not limited to counselors, physicians, physician's assistants, nurse practitioners, nurses, laboratory technicians, and diagnostic screening staff.

3.4.3 Contractor is responsible for ensuring that all staff and subcontracted staff remain in good standing, with proper certification and licensing as required by law.

3.4.4 Contractor's staff and any subcontractor(s) shall display non-judgmental, culture-affirming attitudes.

3.4.5 Contractor shall be required to perform background checks of their employees and subcontractors as set forth in Administration of Master Agreement, Paragraph 7.0, sub-paragraph 7.5 – Background & Security Investigations, of the Master Agreement. All costs associated with the background and security investigation shall be borne by the Contractor.

3.4.6 **Annual tuberculin screening:** Prior to employment or provision of services, and annually (every 12 months) thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening,

according to Attachment J, "Guidelines for Staff Tuberculosis Screening" for each employee, volunteer, subcontractor and consultant providing direct BHPNS. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this MAWO.

Annual tuberculin screening shall be done for each employee, volunteer, subcontractor and consultant providing services hereunder on or before the twelve-month period ends from the last screening date. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test screening test, Tuberculin Sensitivity Test, Pirquet test, or PPD test for Purified Protein Derivative) or blood test (Quaniferon, IGRA, or T-spot) and if positive, a written certification by a physician that the person is free from active tuberculosis based on a chest x-ray prior to resuming job duties.

- 3.4.7 Contractor shall ensure annual performance evaluations are conducted on all staff budgeted and performing services under the proposed MAWO to ensure program staff are meeting job duties as required.

3.5 Training of Contractor's Staff

- 3.5.1 Contractor shall ensure that all new employees and staff receive appropriate DHSP and/or State of California approved training as well as continuing in-service training for all employees mandated by the terms and conditions of the MAWO.
- 3.5.2 Contractor's screening and health care providers shall maintain up-to-date knowledge and skill levels in accordance with their respective job duties and with the rapidly expanding literature and information regarding approaches in prevention, screening, and treatment in the HIV and STD fields.
- 3.5.3 All staff providing direct services shall attend in-service training on substance abuse knowledge, substance user sensitivity, cultural approaches and substance use-related issues, as directed by DHSP.
- 3.5.4 The Program Director or Project Manager shall be appropriately trained, knowledgeable and demonstrate a high level of competency with respect to PEP and counseling issues, HIV

testing and treatment, STD and Hepatitis screening, substance misuse, community referrals, educational services and general computer skills.

3.5.5 All employees shall be trained in their assigned tasks and in the safe handling of equipment, as applicable, when performing services under this MAWO. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

3.5.6 Contractor shall document training activities in a monthly report to DHSP. Training documentation shall include, but is not limited to: date, time, and location of staff training; training topic(s); names of attendees; and level of staff participating.

3.6 Approval of Contractor's Staff and Subcontractors

3.6.1 The County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder, and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Program Director.

3.6.2 Contractor and any Subcontractor(s) shall remove and replace personnel performing services under the MAWO within fifteen (15) days of the written request of the County. Contractor and/or any Subcontractor(s) shall send County written confirmation of the removal of the personnel in question.

3.6.3 The County has the absolute right to approve or disapprove all of Contractor's subcontractors or consultants performing work hereunder and any proposed changes in subcontractor.

3.6.4 Contractor shall obtain approval of the DHSP Director or designee prior to signing any subcontractor or consultant agreement and shall give the DHSP Director thirty (30) days prior notice to review proposed subcontract or consultant agreement.

3.7 Staff Retention Policies and Procedures

Contractor shall demonstrate recruitment and retention of staff and shall provide County a staff retention policies and procedures plan within thirty (30) days of the MAWO start date.

3.8 Uniforms/Identification Badges

- 3.8.1 Dress code is business professional as defined by the Contractor.
- 3.8.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.0, Administration of Master Agreement sub-paragraph 7.4 – Contractor's Staff Identification, of the Master Agreement.

3.9 Materials, Supplies and/or Equipment

- 3.9.1 The purchase of all materials, supplies, and or equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials, equipment, and/or supplies that are safe for the environment and safe for use by the employee. Such materials, supplies, equipment, etc., must have been clearly identified in the program budget and must have been approved in advance by the DHSP Director, or designee in order to be eligible for cost reimbursement.
- 3.9.2 In no event shall the County be liable or responsible for payment for materials or equipment purchased absent the required prior written approval.
- 3.9.3 Any and all materials and equipment purchased under the Contract are the property of the County and must be returned to County in good working order at the end of the Term of the MAWO.
- 3.9.4 Contractor shall provide DHSP, at least annually, and as requested in writing by DHSP, a list of equipment purchased with funding through this MAWO. For the purpose of this MAWO, Equipment is defined as an item with a unit cost of five thousand dollars (\$5,000) or more and a life expectancy of four (4) or more years.

3.10 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the MAWO. When the office is closed, an

answering service shall be provided to receive calls and take messages. The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call.

- 3.10.1 Dedicated Biomedical HIV Prevention Services (BHPS) Client Mobile Cell Phone Line/Number:** Additionally, Contractor must maintain a dedicated BHPS client mobile cell phone line for any BHPS-related information calls. Contractor shall obtain client written consent to receive BHPS communication via voicemail or SMS or other text messaging system. Voice-mail messages left on dedicated BHPS client mobile cell phone line during normal business hours must be returned within 30 minutes of receipt of the call. Voice-mail messages left on the dedicated BHPS client mobile phone line outside the Contractor's stated business hours must be returned at the start of the next business day. The dedicated BHPS client mobile cell phone line voice-mail greeting must be approved by DHSP prior to use.

The dedicated BHPS client mobile cell phone number should not change during the term of this MAWO and shall be listed on all informational material as well as listed in the getprepla.com PrEP Directory: <http://getprepla.com/provider-directory/>. Contractor must also dedicate an SMS, or other text messaging system, to communicate appointment reminders, as well as other non-PHI information to clients being served under the BHPS, but only after getting the client's written consent to receive communications via SMS or other text messaging systems.

- 3.10.2 Contractor's Facility:** Contractor shall maintain each facility in good repair and sufficient to facilitate high-quality, appropriate services. Contractor's facility and location shall satisfy each of the following requirements:
- a. Meets American's with Disabilities Act requirements for accessibility;
 - b. Is near public transportation;
 - c. Is open during client-friendly hours (e.g., evenings, weekends);
 - d. Free parking is available;
 - e. All equipment needed is in working order;
 - f. Privacy at the front (sign-in area) or reception desk;
 - g. Free of graffiti and trash on grounds and in facility;
 - h. Designated room for all screening services;

- i. Security provided outside and inside the facility;
- j. Confidential screening, treatment and interview rooms present and available for use;
- k. Clear, distinct outside signage; and
- l. Facilities are clean, well-lit, and clearly marked indicating location of services.

3.10.3 Contractor's Service Delivery Site(s): Location of Contractor's facilities at which services are to be provided hereunder:

2525 Grand Avenue, Long Beach, California 90815.

Contractor shall request approval from DHSP in writing a minimum of thirty (30) days before terminating services at such locations and/or before commencing services at any other location(s). Contractor must obtain prior written approval from DHSP before commencing services.

3.11 Guidelines on Materials Review

3.11.1 Contractor shall obtain written approval from DHSP's Director or designee for all administrative and educational materials utilized in association with the delivery of services for the program prior to use in order to ensure that such materials adhere to community norms and values and are in compliance with all MAWO requirements.

3.11.2 Contractor shall comply with federal, State, and local regulations regarding HIV or STD educational materials. Instructions on which educational materials need to be submitted for materials review can be found at:

<http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm#MATERIALS>

3.12 County's Data Management System

3.12.1 The County's data management system is used to standardize reporting and billing/invoicing, support program evaluation processes, and to provide DHSP and Contractor with information relative to the HIV and STD epidemic in LAC. Contractor shall ensure data quality, and compliance with all data submission requirements, provided in writing by DHSP.

3.12.2 Contractor shall utilize County's data management system to register clients' demographic/resource data; enter service utilization data, medical and support service outcomes; and

record linkages/referrals to other service providers and/or systems of care.

- 3.12.3 Contractor may enter data directly into the County's data management system or send data electronically to the County's data management system via an electronic data interface (EDI) monthly.

3.13 People with HIV/AIDS Bill of Rights and Responsibilities

The County will administer the Contract according to Attachment K, People with HIV/AIDS Bill of Rights and Responsibilities (Bill of Rights). Director shall notify Contractor of any revision of these Bill of Rights Guidelines, which shall become part of this MAWO.

Contractor shall post this Bill of Rights document and/or Contractor-specific higher standard at all care services provider sites, and disseminate it to all patients/patients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the Bill of Rights. In addition, Contractor shall notify of and provide to its officers, employees, and agents, the Bill of Rights document and/or Contractor-specific higher standard.

If Contractor chooses to modify Attachment K, Bill of Rights, in accordance with Contractor's own document, Contractor shall demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

3.14 Emergency Medical Treatment

- 3.14.1 Contractor shall arrange immediate transport for any client receiving services who requires emergency medical treatment for physical illness or injury.
- 3.14.2 Contractor shall have written policies for staff regarding how to access emergency medical treatment for clients. Such written policies must be provided to DHSP.

3.15 County's Commission on HIV

All services provided under the MAWO should be in accordance with the standards of care as determined by the County of Los Angeles Commission on HIV (Commission). Contractor shall actively view the Commission website (<http://hivcommission-la.info/>) and where possible participate in the deliberations and respectful dialogue of the Commission to assist in the planning and operations of HIV prevention and care services in LAC.

3.16 Client Feedback

All services provided under this MAWO shall be subjected to regular client feedback. Contractor shall develop and maintain ongoing efforts to obtain input from clients in the design and/or delivery of services as referenced in Section 7.0, Clinical Quality Management Plan.

3.16.1 In order to obtain input from clients served, Contractor shall regularly implement and establish one or more of the following:

- a. Satisfaction survey tool;
- b. Focus groups with analysis and use of documented results;
- c. Public meeting with analysis and use of documented results;
- d. Visible suggestion box; and/or
- e. Other client input mechanism(s).

4.0 SPECIFIC WORK REQUIREMENTS

Primary responsibilities and/or services to be provided by the Contractor shall include, but not be limited to, those activities as listed in Attachment B-2, Scope of Work for PEP Services.

5.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

5.1 Contractor must obtain permission from the Director of DHSP or designee at least thirty (30) days prior to the addition/deletion of service facilities, specific tasks and/or work hour adjustments.

5.2 All changes must be made in accordance Paragraph 8.0, Standard Terms and Conditions, sub-paragraph 8.1, Amendments of the Master Agreement.

6.0 CLINICAL QUALITY MANAGEMENT PROGRAM

Contractor shall implement a Clinical Quality Management (CQM) program pursuant Title XXVI of the Public Health Service Act RWHAP Parts A – D and the Health Resources and Services Administration (HRSA) RWHAP expectations for clinical quality management programs, that assesses the extent to which the care and services provided are consistent with federal (e.g., U.S. Department of Health and Human Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

6.1 Establish and maintain a CQM program infrastructure including the leadership and accountability of the medical director or executive director of the program;

- 6.2 Collect, analyze and report performance measurement data to guide implementation of quality improvement activities and assess outcomes;
- 6.3 Track client perception of their health and effectiveness of the service received through patient satisfaction surveys;
- 6.4 Involve clients and their input in the CQM program activities to ensure that their needs are being addressed;
- 6.5 Serve as a continuous quality improvement process with direct reporting of data and quality improvement activities to senior leadership and DHSP no less than on an annual basis;
- 6.6 Perform an evaluation of the effectiveness of the CQM program on an annual basis; and
- 6.7 Aim to improve patient care, health outcomes, and/or patient satisfaction.

7.0 CLINICAL QUALITY MANAGEMENT PLAN

Contractor shall implement its CQM program based on a written CQM plan. Contractor shall develop one agency-wide CQM plan that encompasses all HIV/AIDS care services. Contractor shall submit to DHSP within sixty (60) days of the receipt of this fully executed MAWO, its written CQM plan. The plan shall be reviewed and updated as needed by the agency's CQM committee, and signed by the medical director or executive director and submitted to DHSP. The CQM plan and its implementation may be reviewed by DHSP staff during its onsite program review. The written CQM plan shall at a minimum include the following components:

- 7.1 Objectives: CQM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.
- 7.2 CQM Committee: The plan shall describe the purpose of the Clinical Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established quality improvement committee need not create a separate CQM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.
- 7.3 Selection of a Quality Improvement (QI) approach: The CQM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other model(s).
- 7.4 Implementation of CQM Program:

- (1) Selection of Performance Indicators – Contractor shall describe how performance measures are selected. Contractor shall collect and analyze data for at least one or more performance measures per HRSA RWHAP expectations for clinical quality management programs. Contractor is encouraged to select performance measures from HRSA's HIV/AIDS Bureau Performance Measure Portfolio. Contractor may request technical assistance from DHSP CQM Program staff regarding the selection, development and implementation of performance measures.
 - (2) Data Collection Methodology – Contractor shall describe its strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys, etc.), and process for implementing data collection tools for measuring performance.
 - (3) Data Analysis – Contractor shall describe its process for review and analysis of performance measure monitoring results at the QM committee level. This description shall include how and when these findings are communicated with all program staff involved and with senior leadership.
 - (4) Improvement Strategies - Contractor shall describe its CQM Committee's process for selecting and implementing quality improvement projects and activities and how this is documented and tracked in order to effectively assess progress of improvement efforts from the current year to the next.
- 7.5 Participation in Los Angeles Regional Quality Group: Contractor shall identify a representative to participate in at least two (2) quarterly meetings of the Los Angeles Regional Quality Group (RQG). The RQG is supported and facilitated by DHSP in partnership with the Center for Quality Improvement and Innovation (CQII) and HIVQUAL and provides opportunities for sharing information, best practices and networking with local area HIV/AIDS providers.
- 7.6 QM Contact: Contractor shall identify a contact for all QM related activities and issues. This person shall serve as point of contact for QM related matters, requests, announcements and other activities.
- 7.7 Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care through patient satisfaction surveys or other mechanism. Feedback shall include the degree to which the service meets client needs and satisfaction. Patient satisfaction survey results and client feedback shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee at least annually for continuous program improvement.

7.8 Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data shall be routinely tracked, trended, and reported to the agency's CQM committee for discussion and resolution of quality of care or service issues identified. This information shall be made available to DHSP staff during program reviews.

7.9 Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to the DHSP Executive Office, upon occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A written report shall be made to the appropriate licensing authority and to DHSP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events shall include the following:

(a) Any unusual incident and/or sentinel event which threatens the physical or emotional health or safety of any person, to include but not limited to suicide, medication error, delay in treatment, and/or serious injury.

(b) Any suspected physical or psychological abuse of any person, such as a child, adult, and the elderly.

(2) The written report shall include the following:

(a) Patient's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case; and

(d) Staffing pattern at the time of the incident.

8.0 PARTICIPATION IN DHSP CLINICAL QUALITY MANAGEMENT PROGRAM: In an effort to coordinate and prioritize CQM activities across the eligible metropolitan area (EMA), Contractor is expected to participate in and coordinate CQM program activities with the DHSP CQM program. At a minimum, Contractor shall:

A. Participate in EMA-wide and/or DHSP supported quality improvement activities and initiatives;

B. Participate in EMA-wide and/or DHSP supported CQM trainings and capacity building activities; and

C. Submit routine and/or ad-hoc reports of relevant CQM program activities as directed by DHSP

9.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this MAWO using the quality assurance procedures as defined in the Master Agreement Paragraph 8.0, Standard Terms and Conditions, sub-paragraph 8.17, County's Quality Assurance Plan. Such evaluation will include assessing Contractor's compliance with all MAWO terms and performance standards.

9.1 Meetings

Contractor shall meet with the County as requested. Failure to attend mandatory meetings will constitute a material breach of this MAWO.

9.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this MAWO at any time during normal business hours. However, these observations may not unreasonably interfere with the Contractor's performance.

10.0 HOURS/DAYS OF WORK

The Contractor shall provide PEP Services during the hours that are the most effective and convenient for the target population. Hours may be the standard Monday through Friday, between 8:00 a.m. to 5:00 p.m., but may also include alternate hours such as evenings, late nights, and weekends. Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; Presidents' Day; Cesar Chavez Day; Memorial Day; Independence Day; Labor Day; Indigenous Peoples' Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

11.0 WORK SCHEDULES

11.1 Contractor shall maintain a work schedule for each location/facility and submit to the County Project Manager upon request. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames of the tasks to be performed by day of the week and morning, afternoon, and/or evening hours.

11.2 Contractor shall notify County Project Manager when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager within thirty (30) working days prior to scheduled time for work.

SCOPE OF WORK

Post-exposure Prophylaxis (PEP) Services

Term: October 1, 2019 through June 30, 2020

CITY OF LONG BEACH

Objective: Provide PEP services to 16 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
1	Conduct a risk behavior screening and provide a brief intervention	<ul style="list-style-type: none"> - Identify patients with high risk exposure in past 72 hours for expedited evaluation - Engage other clinical staff to expedite visit and ensure receipt of medication as soon as possible - Conduct a brief intervention to raise client's awareness of their risk and motivate behavior change* 	<p>Documentation in the client's chart must clearly indicate that a risk behavior screening and a brief intervention were conducted.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
2	<p>Conduct a program intake and assessment with clients who are eligible PEP candidates.</p> <p>Eligible PEP Clients are those that are ineligible for the State PEP program due to (any of following):</p> <ol style="list-style-type: none"> 1. Under age (below 18) 2. 500% over poverty level 3. In need of PEP outside of State PEP program hours 	<ul style="list-style-type: none"> - Introduce program and perform State PEP program and insurance screening* - If client is ineligible for State PEP program, provide PEP services - If client is uninsured, refer for Benefits Navigation - If client is insured but not a match to clinics' covered plans or other referral needs, refer to service element Referral and Linkage to Primary Care 	<p>Documentation in the client's chart must clearly indicate a program intake and assessment was conducted.</p> <p>Documentation should include all referrals that were provided. If client is not a match for the clinic's covered insurance plans, a note should be made indicating the disposition of the client.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
3	Provide HIV prevention education	<ul style="list-style-type: none"> • Provide basic PEP education including the pros and cons of PEP* • If indicated provide basic PrEP education including the pros and cons of PrEP* • Discuss other HIV prevention options (e.g. condoms, HIV screening, etc.)* 	<p>Documentation in the client's chart must clearly indicate that PEP and PrEP education was provided to the client and clearly document what other HIV prevention options were discussed.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
4	Provide referral to services		

SCOPE OF WORK

Post-exposure Prophylaxis (PEP) Services

Term: October 1, 2019 through June 30, 2020

CITY OF LONG BEACH

Objective: Provide PEP services to 16 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
		<ul style="list-style-type: none"> - Conduct referrals as needed based on the assessment conducted at program intake - Referrals include but are not limited to: mental health and substance abuse services, other prevention services such as partner services and syringe exchange and, general social services. - Every effort should be made to ensure that the client was successfully linked to services* - Provide education about the benefits that client may be eligible for and/or explain how best to use the benefits a client already has* - Ensure that uninsured or under insured clients who express interest in services get appropriate health insurance coverage - If necessary, enroll client in Medi-Cal or Affordable Care Act (ACA) insurance through Covered California - For clients with ACA coverage that does not cover PrEP appropriately, discuss future changes to coverage - If necessary, enroll client in manufacturer's MAPs and co-payment assistance program 	<p>Documentation in the client's chart must clearly indicate which service referrals were provided based on the client assessment.</p> <p>Documentation must clearly indicate efforts made to ensure that the client was successfully linked to those services. A successful linkage will be indicated by evidence that client went to referral appointment.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
5	Provide benefits navigation and enrollment	<ul style="list-style-type: none"> - Clinical assessment and Physical Exam - HIV/STD/Hepatitis, Serum Creatinine, pregnancy (if applicable) - PEP education regarding risks and 	<p>Documentation in the client's chart must clearly indicate that the client met with a benefits specialist, the nature of the information shared, and any actions taken, such as submitting an application. Notes should include the final disposition of the clients received benefits.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
6	Conduct initial medical visit		<p>Documentation in the client's chart must clearly indicate a medical visit was conducted. Key elements of the medical visit must be clearly documented in the client's chart.</p>

SCOPE OF WORK
Post-exposure Prophylaxis (PEP) Services
Term: October 1, 2019 through June 30, 2020
CITY OF LONG BEACH

Objective: Provide PEP services to 16 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
		<ul style="list-style-type: none"> - benefits, signs of acute HIV, adherence - Assess potential need for PEP - Risk screening, substance use and mental health needs assessment - Provide referrals if necessary - Provide a PEP starter pack if medication cannot be obtained in a timely manner using insurance or MAP - Assess potential need for PrEP in the future 	Data elements will be included in report to DHSP collected as part of reporting requirements.
7	Conduct initial non-medical visit	<ul style="list-style-type: none"> - PEP education regarding adherence, missed dose protocols, side effects, symptoms of seroconversion* - Schedule follow-up phone calls, appointment reminders - Referral to services based on needs assessment such as substance use treatment, mental health - Provide PrEP education* - Follow-up phone calls, appointment reminders 	<p>Documentation in the client's chart must clearly indicate a non-medical visit was conducted. Client's chart must clearly indicate what elements were discussed with the client and any phone calls that were made to reach the client. Any linkage to services must also be clearly detailed in the clients chart.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
8	Provide STD treatment	<ul style="list-style-type: none"> - Include brief visits for STD treatment (after positive screening) if needed between follow-up appointments 	<p>Documentation in the client's chart must clearly indicate a medical visit was conducted. Key elements of the medical visit must be clearly documented in the client's chart.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
9	Conduct vaccination administration	<ul style="list-style-type: none"> - Hepatitis A/B, HPV, and Meningococcal (as indicated) 	<p>Documentation in the client's chart must clearly indicate a medical visit was conducted. Key elements of the medical visit must be clearly documented in the client's chart.</p>

SCOPE OF WORK

Post-exposure Prophylaxis (PEP) Services

Term: October 1, 2019 through June 30, 2020

CITY OF LONG BEACH

Objective: Provide PEP services to 16 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
10	Conduct follow-up medical visit (30 day)	<ul style="list-style-type: none"> - Conduct laboratory testing: HIV/STD/Creatinine/Urine Pregnancy test - STD treatment, if necessary - Discuss desire and need to start PrEP, if appropriate - Risk screening, substance use and mental health needs assessment 	<p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p> <p>Documentation in the client's chart must clearly indicate a medical visit was conducted. Key element of the medical visit must be clearly documented in the client's chart.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
11	Conduct follow-up visit (90 day)	<ul style="list-style-type: none"> - Conduct HIV and STD screening and assess for possible interest in PrEP 	<p>Documentation in the client's chart must clearly indicate a follow-up medical visit was conducted. Key elements of the medical visit must be clearly documented in the client's chart.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
12	Conduct program reassessment (90 days)	<ul style="list-style-type: none"> - Each client will be reassessed at 90 days to determine ongoing need for PrEP and insurance screening - If uninsured, underinsured or not eligible for services at providers clinic, refer to benefits navigation 	<p>Documentation in the client's chart must clearly indicate that a 90-day program assessment was conducted. The notes should clearly indicate any ongoing need for PrEP and how the decision was made. Any benefits navigation should be clearly documented and should include the final disposition of benefits, if necessary.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
13	Conduct referral and linkage to primary care	<ul style="list-style-type: none"> - Assess needs and refer, as needed, to a PrEP provider covered by insurance - Create individualized transition plan with client, which includes identifying their primary care provider (PCP) or helping them identify a new one in their plan - Obtain medical release of information - Assist patient, as needed, with scheduling appointment - Send referral packet to PCP 	<p>Documentation in the client's chart that clearly indicates if the client was referred to another medical provider.</p> <p>Documentation must include a notation that a transition plan was developed and provided to the client. If appropriate, a signed medical release should be placed in the client's record.</p> <p>Documentation should clearly demonstrate that the coordinator assisted the client in making the appointment and that appropriate documentation was provided to the client and/or the client's new provider if appropriate.</p>

SCOPE OF WORK

Post-exposure Prophylaxis (PEP) Services

Term: October 1, 2019 through June 30, 2020

CITY OF LONG BEACH

Objective: Provide PEP services to 16 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
14	Successful linkage to primary care	- Link client to primary care	Documentation must clearly demonstrate that client was successfully linked to primary care. Successful linkage is defined as the client making at least one visit with primary care provider. Data elements will be included in report to DHSP collected as part of reporting requirements.

SCOPE OF WORK
Post-exposure Prophylaxis (PEP) Services
Term: July 1, 2020 through June 30, 2021
CITY OF LONG BEACH

Objective: Provide PEP services to 22 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
1	<p>Conduct a risk behavior screening and provide a brief intervention</p>	<ul style="list-style-type: none"> - Identify patients with high risk exposure in past 72 hours for expedited evaluation - Engage other clinical staff to expedite visit and ensure receipt of medication as soon as possible - Conduct a brief intervention to raise client's awareness of their risk and motivate behavior change* 	<p>Documentation in the client's chart must clearly indicate that a risk behavior screening and a brief intervention were conducted.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
2	<p>Conduct a program intake and assessment with clients who are eligible PEP candidates.</p> <p>Eligible PEP Clients are those that are ineligible for the State PEP program due to (any of following):</p> <ol style="list-style-type: none"> 1. Under age (below 18) 2. 500% over poverty level 3. In need of PEP outside of State PEP program hours 	<ul style="list-style-type: none"> - Introduce program and perform State PEP program and insurance screening* - If client is ineligible for State PEP program, provide PEP services - If client is uninsured, refer for Benefits Navigation - If client is insured but not a match to clinics' covered plans or other referral needs, refer to service element - Referral and Linkage to Primary Care 	<p>Documentation in the client's chart must clearly indicate a program intake and assessment was conducted.</p> <p>Documentation should include all referrals that were provided. If client is not a match for the clinic's covered insurance plans, a note should be made indicating the disposition of the client.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
3	<p>Provide HIV prevention education</p>	<ul style="list-style-type: none"> • Provide basic PEP education including the pros and cons of PEP* • If indicated provide basic PrEP education including the pros and cons of PrEP* • Discuss other HIV prevention options (e.g. condoms, HIV screening, etc.)* 	<p>Documentation in the client's chart must clearly indicate that PEP and PrEP education was provided to the client and clearly document what other HIV prevention options were discussed.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>

SCOPE OF WORK
Post-exposure Prophylaxis (PEP) Services
Term: July 1, 2020 through June 30, 2021
CITY OF LONG BEACH

Objective: Provide PEP services to 22 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
4	Provide referral to services	<ul style="list-style-type: none"> - Conduct referrals as needed based on the assessment conducted at program intake - Referrals include but are not limited to: mental health and substance abuse services, other prevention services such as partner services and syringe exchange and, general social services. - Every effort should be made to ensure that the client was successfully linked to services* 	<p>Documentation in the client's chart must clearly indicate which service referrals were provided based on the client assessment.</p> <p>Documentation must clearly indicate efforts made to ensure that the client was successfully linked to those services. A successful linkage will be indicated by evidence that client went to referral appointment.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
5	Provide benefits navigation and enrollment	<ul style="list-style-type: none"> - Provide education about the benefits that client may be eligible for and/or explain how best to use the benefits a client already has* - Ensure that uninsured or under insured clients who express interest in services get appropriate health insurance coverage - If necessary, enroll client in Medi-Cal or Affordable Care Act (ACA) - Insurance through Covered California - For clients with ACA coverage that does not cover PrEP appropriately, discuss future changes to coverage - If necessary, enroll client in manufacturer's MAPs and co-payment assistance program 	<p>Documentation in the client's chart must clearly indicate that the client met with a benefits specialist, the nature of the information shared, and any actions taken, such as submitting an application. Notes should include the final disposition of the clients received benefits.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
6	Conduct initial medical visit	<ul style="list-style-type: none"> - Clinical assessment and Physical Exam - HIV/STD/Hepatitis, Serum Creatinine, pregnancy (if applicable) - PEP education regarding risks and 	<p>Documentation in the client's chart must clearly indicate a medical visit was conducted. Key elements of the medical visit must be clearly documented in the client's chart.</p>

SCOPE OF WORK
Post-exposure Prophylaxis (PEP) Services
Term: July 1, 2020 through June 30, 2021
CITY OF LONG BEACH

Objective: Provide PEP services to 22 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
7	Conduct initial non-medical visit	<ul style="list-style-type: none"> - benefits, signs of acute HIV, adherence - Assess potential need for PEP - Risk screening, substance use and mental health needs assessment - Provide referrals if necessary - Provide a PEP starter pack if medication cannot be obtained in a timely manner using insurance or MAP - Assess potential need for PrEP in the future 	Data elements will be included in report to DHSP collected as part of reporting requirements.
8	Provide STD treatment	<ul style="list-style-type: none"> - PEP education regarding adherence, missed dose protocols, side effects, symptoms of seroconversion* - Schedule follow-up phone calls, appointment reminders - Referral to services based on needs assessment such as substance use treatment, mental health - Provide PrEP education* - Follow-up phone calls, appointment reminders 	Documentation in the client's chart must clearly indicate a non-medical visit was conducted. Client's chart must clearly indicate what elements were discussed with the client and any phone calls that were made to reach the client. Any linkage to services must also be clearly detailed in the clients chart. Data elements will be included in report to DHSP collected as part of reporting requirements.
9	Conduct vaccination administration	<ul style="list-style-type: none"> - Include brief visits for STD treatment (after positive screening) if needed between follow-up appointments - Hepatitis A/B, HPV, and Meningococcal (as indicated) 	Documentation in the client's chart must clearly indicate a medical visit was conducted. Key elements of the medical visit must be clearly documented in the client's chart. Data elements will be included in report to DHSP collected as part of reporting requirements. Documentation in the client's chart must clearly indicate a medical visit was conducted. Key elements of the medical visit must be clearly documented in the client's chart.

SCOPE OF WORK
Post-exposure Prophylaxis (PEP) Services
Term: July 1, 2020 through June 30, 2021
CITY OF LONG BEACH

Objective: Provide PEP services to 22 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
10	Conduct follow-up medical visit (30 day)	<ul style="list-style-type: none"> - Conduct laboratory testing: HIV/STD/Creatinine/Urine test - Pregnancy - STD treatment, if necessary - Discuss desire and need to start PrEP, if appropriate - Risk screening, substance use and mental health needs assessment - Conduct HIV and STD screening and assess for possible interest in PrEP 	<p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p> <p>Documentation in the client's chart must clearly indicate a medical visit was conducted. Key element of the medical visit must be clearly documented in the client's chart.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
11	Conduct follow-up visit (90 day)	<ul style="list-style-type: none"> - Each client will be reassessed at 90 days to determine ongoing need for PrEP and insurance screening - If uninsured, underinsured or not eligible for services at providers clinic, refer to benefits navigation 	<p>Documentation in the client's chart must clearly indicate a follow-up medical visit was conducted. Key elements of the medical visit must be clearly documented in the client's chart.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p> <p>Documentation in the client's chart must clearly indicate that a 90-day program assessment was conducted. The notes should clearly indicate any ongoing need for PrEP and how the decision was made. Any benefits navigation should be clearly documented and should include the final disposition of benefits, if necessary.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
12	Conduct program reassessment (90 days)	<ul style="list-style-type: none"> - Assess needs and refer, as needed, to a PrEP provider covered by insurance - Create individualized transition plan with client, which includes identifying their primary care provider (PCP) or helping them identify a new one in their plan - Obtain medical release of information - Assist patient, as needed, with scheduling appointment - Send referral packet to PCP 	<p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p> <p>Documentation in the client's chart that clearly indicates if the client was referred to another medical provider.</p> <p>Documentation must include a notation that a transition plan was developed and provided to the client. If appropriate, a signed medical release should be placed in the client's record.</p> <p>Documentation should clearly demonstrate that the coordinator assisted the client in making the appointment and that appropriate documentation was provided to the client and/or the client's new provider if appropriate.</p>
13	Conduct referral and linkage to primary care	<ul style="list-style-type: none"> - Assess needs and refer, as needed, to a PrEP provider covered by insurance - Create individualized transition plan with client, which includes identifying their primary care provider (PCP) or helping them identify a new one in their plan - Obtain medical release of information - Assist patient, as needed, with scheduling appointment - Send referral packet to PCP 	<p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p> <p>Documentation in the client's chart that clearly indicates if the client was referred to another medical provider.</p> <p>Documentation must include a notation that a transition plan was developed and provided to the client. If appropriate, a signed medical release should be placed in the client's record.</p> <p>Documentation should clearly demonstrate that the coordinator assisted the client in making the appointment and that appropriate documentation was provided to the client and/or the client's new provider if appropriate.</p>

SCOPE OF WORK

Post-exposure Prophylaxis (PEP) Services

Term: July 1, 2020 through June 30, 2021

CITY OF LONG BEACH

Objective: Provide PEP services to 22 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
14	Successful linkage to primary care	- Link client to primary care	Documentation must clearly demonstrate that client was successfully linked to primary care. Successful linkage is defined as the client making at least one visit with primary care provider. Data elements will be included in report to DHSP collected as part of reporting requirements.

**BIOMEDICAL HIV PREVENTION SERVICES
ATTACHMENT C
BUDGET (SCHEDULES)**

**BIOMEDICAL HIV PREVENTION NAVIGATION SERVICES (BHPNS) AND
POST-EXPOSURE PROPHYLAXIS (PEP)**

Schedules 1 – 6:

October 1, 2019 through June 30, 2020

Schedule C-1:	BHPNS Cost Reimbursement
Schedule C-2:	BHPNS Pay-for-Performance
Schedule C-3:	PEP Fee-for-Service

July 1, 2020 through June 30, 2021

Schedule C-4:	BHPNS Cost Reimbursement
Schedule C-5:	BHPNS Pay-for-Performance
Schedule C-6:	PEP Fee-for-Service

SCHEDULE C-1

CITY OF LONG BEACH
BIOMEDICAL HIV PREVENTION SERVICES

BHPNS (Cost Reimbursement)

	<u>Budget Period</u> October 1, 2019 through June 30, 2020
Salaries	\$ 36,133
Employee Benefits	\$ 26,048
Travel	\$ 546
Equipment	\$ 0
Supplies	\$ 5,232
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ <u>7,549</u>
TOTAL PROGRAM BUDGET	\$ 75,508

During the term of this MAWO, 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

SCHEDULE C-2
CITY OF LONG BEACH
BIOMEDICAL HIV PREVENTION SERVICES
BHPNS (Pay for Performance)

	<u>Budget Period</u> October 1, 2019 through <u>June 30, 2020</u>
Salaries	\$ 16,941
Employee Benefits	\$ 12,213
Travel	\$
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ <u>3,207</u>
TOTAL PROGRAM BUDGET	\$ 32,361

During the term of this MAWO, 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.

**SCHEDULE
C-3****CITY OF LONG BEACH****BIOMEDICAL HIV PREVENTION SERVICES****PEP (Fee for Service)**

Budget Period
October 1, 2019
through
June 30, 2020

FEE-FOR-SERVICE TYPE	AMOUNT
* POST-EXPOSURE PROPHYLAXIS (PEP)	\$15,858
Total Maximum Obligation	\$15,858

During the term of this MAWO, Contractor will be reimbursed for the above-mentioned services not to exceed the amount listed in this schedule. Contractor shall refer to Attachment L for PEP invoicing elements.

SCHEDULE C-4
CITY OF LONG BEACH
BIOMEDICAL HIV PREVENTION SERVICES
BHPNS

	<u>Budget Period</u> July 1, 2020 through June 30, 2021
Salaries	\$ 48,177
Employee Benefits	\$ 34,731
Travel	\$ 780
Equipment	\$ 0
Supplies	\$ 6,952
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ <u>10,038</u>
TOTAL PROGRAM BUDGET	\$ 100,678

During the term of this MAWO, 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

SCHEDULE C-5

CITY OF LONG BEACH

BIOMEDICAL HIV PREVENTION SERVICES

BHPNS (Pay for Performance)

	<u>Budget Period</u> July 1, 2020 through June 30, 2021
Salaries	\$ 22,588
Employee Benefits	\$ 16,284
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ <u>4,275</u>
TOTAL PROGRAM BUDGET	\$ 43,147

During the term of this MAWO, 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.

SCHEDULE C-6

CITY OF LONG BEACH
BIOMEDICAL HIV PREVENTION SERVICES

PEP (Fee for Service)

Budget Period
July 1, 2020
through
June 30, 2021

FEE-FOR-SERVICE TYPE	AMOUNT
* POST-EXPOSURE PROPHYLAXIS (PEP)	\$21,144
Total Maximum Obligation	\$21,144

During the term of this MAWO, Contractor will be reimbursed for the above-mentioned services not to exceed the amount listed in this schedule. Contractor shall refer to Attachment L for PEP invoicing elements.

BIOMEDICAL HIV PREVENTION SERVICES
MASTER AGREEMENT WORK ORDER

CERTIFICATION OF NO CONFLICT OF INTEREST

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

CONTRACTOR NAME	CITY OF LONG BEACH		
Work Order Number:	W2	Master Agreement Number:	PH-003082

Los Angeles County Code Section 2.180.010.A provides as follows:

"Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders."

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Rebecca L. Garner
Signature of Authorized Official

Thomas Modica
Printed Name of Authorized Official

Acting City Manager
Title of Authorized Official

3/24/2020
Date

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

APPROVED AS TO FORM
March 24, 2020
CHARLES PARKIN, City Attorney

By [Signature]
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

**BIOMEDICAL HIV PREVENTION SERVICES
MASTER AGREEMENT WORK ORDER
CERTIFICATION OF EMPLOYEE STATUS**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

CONTRACTOR NAME: CITY OF LONG BEACH

Work Order No. W2 County Master Agreement No. PH-003082

I, Thomas Modica, CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. Adrian Perez
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Rebecca G. Garner
Signature of Authorized Official

Thomas Modica EXECUTED PURSUANT
Printed Name of Authorized Official TO SECTION 301 OF
THE CITY CHARTER

Acting City Manager
Title of Authorized Official

3/24/2020
Date

APPROVED AS TO FORM
March 24, 2020
CHARLES PARKIN, City Attorney
By [Signature]
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. PH-003082

WORK ORDER NO. W-2

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: KAREN BUEHLER
Title: SECTION HEAD, DEPT. OF PUBLIC HEALTH CONTRACTS AND GRANTS
Address: 1000 S. FREMONT AVENUE UNIT 101, BLDG. A-9 EAST, 5TH FLOOR NORTH
ALHAMBRA, CA 91803
Telephone: 626-293-2661
Facsimile: 626-293-1316
E-Mail Address: kbuehler@ph.lacounty.gov

COUNTY PROJECT DIRECTOR:

Name: BARBARA FERRER
Title: DIRECTOR, DEPARTMENT OF PUBLIC HEALTH
Address: 313 N. FIGUEROA STREET, ROOM 806
LOS ANGELES, CA 90012
Telephone: 213-989-7269
Facsimile: 213-240-8626

COUNTY WORK ORDER DIRECTOR:

Name: MARIO J. PÉREZ
Title: DIRECTOR, DIVISION OF HIV AND STD PROGRAMS (DHSP)
Address: 600 S. COMMONWEALTH AVENUE, 10TH FLOOR
LOS ANGELES, CA 90005
Telephone: (213) 351-8001
Facsimile: (213) 387-0912
E-Mail Address: dhspdiretor@ph.lacounty.gov

COUNTY PROJECT MANAGER:

Name: PAULINA ZAMUDIO
Title: MANAGER, COMMUNITY CONTRACTED SERVICES, DHSP
Address: 600 S. COMMONWEALTH AVENUE, 10TH FLOOR
LOS ANGELES, CA 90005
Telephone: (213) 351-8059
Facsimile: (213) 738-6566
E-Mail Address: Pzamudio@ph.lacounty.gov

CONTRACTOR'S ADMINISTRATION
APLA HEALTH & WELLNESS

CONTRACTOR'S NAME

MASTER AGREEMENT NO. PH-003079-82

WORK ORDER NO. W2

CONTRACTOR'S PROJECT DIRECTOR:

Name: Marina Ohlson-Smorick

Title: HIV Care & Prevention Director

Address: 2525 Grand Avenue

Long Beach, CA 90815

Telephone: (562) 570-4329

Facsimile: (562) 570-4106

E-Mail Address: Marina.Ohlson-Smorick@longbeach.gov

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Thomas Modica

Title: Acting City Manager

Address: 411 W. Ocean Blvd

Long Beach, CA 90802

Telephone: (562) 570-5091

Facsimile: _____

E-Mail Address: Tom.Modica@longbeach.gov

Name: Rebecca Garner

Title: Acting Assistant City Manager

Address: 411 W. Ocean Blvd

Long Beach, CA 90802

Telephone: (562) 570-6979

Facsimile: _____

E-Mail Address: Rebecca.Garner@longbeach.gov

Notices to Contractor shall be sent to the following address:

Name: Sarady C. Kong

Title: Clinical Finance/Grants Manager

Address: 2525 Grand Avenue

Long Beach, CA 90815

Telephone: (562) 570-4341

Facsimile: (562) 570-4374

E-Mail Address: Sarady.Kong@longbeach.gov

FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

- H1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name: City of Long Beach

Work Order No. PH- 003082 W-2

County Master Agreement No. PH- 003082

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this MAWO by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this MAWO may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: Rebecca G. Garner

DATE: 3/24/2020

PRINTED NAME: Thomas Modica

POSITION: Acting City Manager

APPROVED AS TO FORM
March 24, 2020
CHARLES PARKIN, City Attorney

By [Signature]
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name: City of Long Beach

Work Order No. PH- 003082 W-2

County Master Agreement No. PH- 003082

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this MAWO by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this MAWO may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:  DATE: / /

PRINTED NAME: Adrian Perez

POSITION: BP Navigator - OWI

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name: City of Long Beach

Employee Name: Adrian Perez

Work Order No. W2 County Master Agreement No. PH-003082

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms,

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Master Agreement, and all works based thereon, incorporated therein, or derived there from shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:  DATE: / /

PRINTED NAME: Adrian Perez

POSITION: BP Navigator - OW I

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name: City of Long Beach

Non-Employee Name: Adrian Perez

Work Order No. W2 County Master Agreement No. PH-003082

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

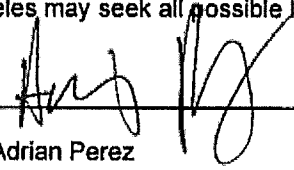
I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Master Agreement, and all works based thereon, incorporated therein, or derived there from shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:  _____

DATE: ____/____/____

PRINTED NAME: Adrian Perez

POSITION: BP Navigator - OW I

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

**CONTRACTOR'S OBLIGATION AS A COVERED ENTITY UNDER THE HEALTH
INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patient's medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

**"CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS
INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE**

ATTACHMENT I

ALL NECESSARY ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY AND SECURITY. EACH PARTY FURTHER AGREES THAT, SHOULD IT FAIL TO COMPLY WITH ITS OBLIGATIONS UNDER HIPAA, IT SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR DAMAGES TO THE OTHER PARTY THAT ARE ATTRIBUTABLE TO SUCH FAILURE."

BIOMEDICAL HIV PREVENTION SERVICES GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

INTRODUCTION

Tuberculosis (TB) is a contagious infection in humans transmitted largely by airborne particles containing the TB bacillus, Mycobacterium tuberculosis, produced by a person with the active disease and inhaled into the lungs of a susceptible individual. Infected individuals have a relatively low overall risk (10%) of developing active disease unless they have one of several host deficiencies which may increase this risk. Today, infection with the human immunodeficiency virus (HIV) presents the greatest risk of developing active tuberculosis disease following infection with the TB bacillus. Preventing transmission of tuberculosis and protecting the health of clients, patients, or residents and employees, consultants, and volunteers of HIV/AIDS service providers is the major goal of these guidelines.

These guidelines are based on the current recommendations of the federal Centers for Disease Control (CDC), State Department of Health Services (Tuberculosis Control Program and Office of AIDS), and were developed collaboratively by Los Angeles County - Department of Public Health, Tuberculosis Control Division of HIV and STD Programs.

POLICY

Agencies with which County contracts to provide HIV/AIDS services in non-clinical settings shall obtain and maintain documentation of TB screening for each employee, consultant, and volunteer. Only persons who have been medically certified as being free from communicable TB shall be allowed to provide HIV/AIDS services.

IMPLEMENTATION GUIDELINES

- I. All employees, consultants, and volunteers working for an agency providing services to persons with HIV disease or AIDS and who have routine, direct contact with clients, patients, or residents shall be screened for TB at the beginning date of employment or prior to commencement of service provision and annually (12 months) thereafter.
 - A. If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months of the beginning date of employment, the Contractor may accept certification from that provider that the individual is free from active TB.
 - B. For purposes of these guidelines, "volunteer" shall mean any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as housekeeping and meal preparation and these services are provided by such individual more frequently than one day a week and/or longer than one month duration.
- II. Contractor shall be provided documentation by its new employees, consultants, and volunteers proof that they have completed the initial and annual TB screenings. The documentation may include the negative results of a Mantoux tuberculin skin test or Interferon Gamma Release Assay (IGRA) or certification from a physician/radiologist that an individual is free from active TB. This information shall be held confidential. (Note: Use of the IGRA for screening health care workers requires a grant of program flexibility from the California Department of Health Services, Licensing and Certification. Please contact your local Licensing and Certification office for more information on how to obtain a grant of program flexibility.

- A. At the time of employment or prior to commencement of service provision, all employees, consultants, and volunteers shall submit to Contractor the results of a Mantoux tuberculin skin test recorded in millimeters of induration or results of IGRA testing.
 - 1. If the tuberculin skin or IGRA test is positive, the individual must be examined by a physician, obtain a baseline chest x-ray, and submit a physician's written statement that he or she is free from communicable TB.
 - 2. A person who provides written documentation in millimeters of induration of a prior positive tuberculin skin test or IGRA need not obtain a pre-employment tuberculin skin test, but is required to obtain a chest x-ray result and submit a physician's statement that he or she does not have communicable TB.
 - B. At least annually or more frequently (as determined by TB Risk Assessment), each employee, consultant, and volunteer with a previously negative tuberculin skin test shall obtain another Mantoux tuberculin skin test or IGRA and submit to Contractor the results of such test. For the tuberculin skin test, results must be recorded in millimeters of induration.
 - 1. If this annual tuberculin test or IGRA is newly positive, the person must have a baseline chest x-ray and submit a physician's written statement that he or she is free from communicable TB.
 - 2. Persons with a documented history of a positive tuberculin skin test or IGRA and a negative chest x-ray shall be exempt from further screening unless they develop symptoms suggestive of TB. Persons with a history of TB or a positive tuberculin test are at risk for TB in the future and should promptly report to their employer any pulmonary symptoms. If symptoms of TB develop, the person should be excused from further service provision and medically evaluated immediately.
 - C. Contractor shall consult with Los Angeles County - Department of Public Health, Tuberculosis Control Office if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test or IGRA negative result to a positive result while working or residing in its facility.
 - D. Contractor whose agency or facility are in the jurisdictions of the City of Long Beach Health Department or the City of Pasadena Health Department shall consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test or IGRA negative result to a positive result while working or residing in its facility.
- III. Contractor shall maintain the following TB screening documentation for each employee, consultant, and volunteer in a confidential manner:
- A. The results of the Mantoux tuberculin skin test or IGRA, baseline chest x-ray (if required), and physician certification that the person is free from communicable TB obtained at the time of employment or prior to service provision;
 - B. The results of the annual Mantoux tuberculin skin test or IGRA or physician certification that the person does not have communicable TB; and
 - C. The date and manner in which the County Tuberculosis Control Office, City of Long Beach Health Department, or City of Pasadena Health Department was notified of the following:
 - 1. Change in the tuberculin skin test or IGRA result from negative to positive;
 - 2. Person who is known or suspected to have a current diagnosis of TB; and

3. Person who is known to be taking TB medications for treatment of disease only.
 - D. Contractor shall develop and implement a system to track the dates on which the initial and annual TB screening results or physician certifications for each employee, consultant, and volunteer are due and received. The system shall include procedures for notifying individuals when the results of their TB screening are due.
- IV. Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about the following:
- A. The risks of becoming infected and transmitting TB when a person has HIV disease or AIDS.
 - B. The early signs and symptoms of TB which may indicate an individual should be seen by his or her physician.
 - C. Ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees, consultants, and volunteers.
 - D. The information that Contractor is required to report to the local health department.
- V. Contractor may consult with the Los Angeles County - Department of Public Health, Tuberculosis Control Office at (213) 744-6151 to enlist their assistance in implementing the educational program. Those Contractors with agencies or facilities in Long Beach or Pasadena may consult with their local health department for such assistance.

**BIOMEDICAL HIV PREVENTION SERVICES
PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES**

The purpose of this Patient and Client Bill of Rights is to help enable clients to act on their own behalf and in partnership with their providers to obtain the best possible HIV/AIDS care and treatment. This Bill of Rights and Responsibilities comes from the hearts of people living with HIV/AIDS in the diverse communities of Los Angeles County. As someone newly entering or currently accessing care, treatment or support services for HIV/AIDS, you have the right to:

A. Respectful Treatment

1. Receive considerate, respectful, professional, confidential and timely care in a safe, client-centered environment, without bias.
2. Receive equal and unbiased care in accordance with federal and State laws.
3. Receive information about the qualifications of your providers, particularly about their experience managing and treating HIV/AIDS or related services.
4. Be informed of the names and work phone numbers of the physicians, nurses and other staff members responsible for your care.
5. Receive safe accommodations for protection of personal property while receiving care services.
6. Receive services that are culturally and linguistically appropriate, including having a full explanation of all services and treatment options provided clearly in your own language and dialect.
7. Look at your medical records and receive copies of them upon your request (reasonable agency policies including reasonable fees for photocopying may apply).
8. When special needs arise, extended visiting hours by family, partner, or friends during inpatient treatment, recognizing that there may be limits imposed for valid reasons by the hospital, hospice or other inpatient institution.

B. Competent, High-Quality Care

1. Have your care provided by competent, qualified professionals who follow HIV treatment standards as set forth by the Federal Public Health Service Guidelines, the Centers for Disease Control and Prevention (CDC), the California Department of Health Services, and the County of Los Angeles.
2. Have access to these professionals at convenient times and locations.
3. Receive appropriate referrals to other medical, mental health or other care services.

C. Make Treatment Decisions

1. Receive complete and up-to-date information in words you understand about your diagnosis, treatment options, medications (including common side effects and complications) and prognosis that can reasonably be expected.
2. Participate actively with your provider(s) in discussions about choices and options available for your treatment.
3. Make the final decision about which choice and option is best for you after you have been given all relevant information about these choices and the clear recommendation of your provider.
4. Refuse any and all treatments recommended and be told of the effect not taking the treatment may have on your health, be told of any other potential consequences of your refusal and be assured that you have the right to change your mind later.
5. Be informed about, and afforded the opportunity to participate in, any appropriate clinical research studies for which you are eligible.
6. Refuse to participate in research without prejudice or penalty of any sort.
7. Refuse any offered services or end participation in any program without bias or impact on your care.
8. Be informed of the procedures at the agency or institution for resolving misunderstandings, making complaints or filing grievances.
9. Receive a response to a complaint or grievance within 30 days of filing it.
10. Be informed of independent ombudsman or advocacy services outside the agency to help you resolve problems or grievances (see number at bottom of this form), including how to access a federal complaint center within the Center for Medicare and Medicaid Services (CMS).

D. Confidentiality and Privacy

1. Receive a copy of your agency's Notice of Privacy Policies and Procedures. (Your agency will ask you to acknowledge receipt of this document.)
2. Keep your HIV status confidential or anonymous with respect to HIV counseling and testing services. Have information explained to you about confidentiality policies and under what conditions, if any, information about HIV care services may be released.
3. Request restricted access to specific sections of your medical records.
4. Authorize or withdraw requests for your medical record from anyone else besides your health care providers and for billing purposes.
5. Question information in your medical chart and make a written request to change specific documented information. (Your physician has the right to accept or refuse your request with an explanation.)

E. Billing Information and Assistance

1. Receive complete information and explanation in advance of all charges that may be incurred for receiving care, treatment and services as well as payment policies of your provider.
2. Receive information on any programs to help you pay and assistance in accessing such assistance and any other benefits for which you may be eligible.

F. Patient/Client Responsibilities

In order to help your provider give you and other clients the care to which you are entitled, you also have the responsibility to:

1. Participate in the development and implementation of your individual treatment or service plan to the extent that you are able.
2. Provide your providers, to the best of your knowledge, accurate and complete information about your current and past health and illness, medications and other treatment and services you are receiving, since all of these may affect your care.
3. Communicate promptly in the future any changes or new developments to your health and illness, medications and other treatment services you are receiving.
4. Communicate to your provider whenever you do not understand information given to you.
5. Follow the treatment plan you have agreed to and/or accepting the consequences of failing the recommended course of treatment or of using other treatments.
6. Keep your appointments and commitments at this agency or inform the agency promptly if you cannot do so.
7. Keep your provider (or main contact) informed about how to reach you confidentially by phone, mail or other means.
8. Follow the agency's rules and regulations concerning patient/client care and conduct.
9. Be considerate of your providers and fellow clients/patients and treat them with the respect you yourself expect.
10. Refrain from the use of profanity or abusive or hostile language; threats, violence or intimidations; carrying weapons of any sort; theft or vandalism; intoxication or use of illegal drugs; sexual harassment and misconduct.
11. Maintain the confidentiality of everyone else receiving care or services at the agency by never mentioning to anyone who you see here or casually speaking to other clients not already known to you if you see them elsewhere.

For More Help or Information

Your first step in getting more information or involving any complaints or grievances should be to speak with your provider or a designated client services representative or patient or treatment advocate at the agency. If this does not resolve any problem in a reasonable time span, or if serious concerns or issues that arise that you feel you need to speak about with someone outside the agency, you may call the number below for confidential, independent information and assistance.

For patient and complaints/grievances call (800) 260-8787
 8:00 am – 5:00 pm
 Monday – Friday

Attachment L

Biomedical Prevention Service (PEP) Service Elements and Rates

Services provided under this service category are intended for clients whose income is <500% of the federal poverty level. Services will be reimbursed using a fee-for-service structure and line item schedules for medications, vaccines and laboratory pharmaceutical items. The tables below describes service elements, Case Watch codes, eligible clients, type of staff, rate, and frequency.

For the purposes of PEP, underinsured is defined based on the following:

Income criteria:

- Medical Expense > 10% of annual income, or
- Annual income < 200% FPL and medical expenses > 5% of annual income, or
- Health plan premium > 9.5% annual income; or
- Health plan deductible >= 5% of annual income.
- Limited scope, restricted, or emergency Medi-cal

Health plan:

- Client obtained insurance coverage through the Covered California Marketplace but has a Bronze-level plan
- Client enrolled in or eligible for My Health LA health care program

Age:

- Clients under 26 years old who are covered by their parents' or guardians' insurance but who, for reasons of confidentiality, do not wish to disclose they are receiving funded services to their patient/guardian.

Other (only applicable to PEP not PrEP):

- Clients for whom the chosen PEP clinic site is not amongst their approved insurance plan or network coverage

PEP Contract Schedules

1. FFS Uninsured
2. FFS Insured
3. Laboratory
4. Medications

PEP Service

Service Elements	CW Code	Eligible Clients*	Type of staff	Time/FFS Rate	Frequency/timing
Risk behavior screening and Brief Intervention- PEP * Identify patients with high risk exposure in past 72 hours for expedited evaluation * Engage other clinical staff to expedite visit and medication	BRSPEP	Any insurance status	BP Navigator	\$14.37	Up to twice a year
Program Intake and Assessment- PEP - Introduce program - Insurance screening; If uninsured, refer for Benefits Navigation; If insured but not a match to clinics' covered plans, or other referral needs, refer to Referral and Linkage to	PIAPEP	Any insurance status	BP Coordinator	\$17.98	Up to twice a year

Primary Care					
Combination Prevention Education- PEP - Basic PEP education, pros and cons of PEP, what it entails, other HIV prevention options	CPEPEP	Any insurance status	BP Navigator	\$14.37	Up to twice a year
Referral to Services- PEP - Assist with referrals as needed to the following: mental health and substance abuse services, general social services; Other prevention services, including syringe exchange, substance abuse counseling and treatment.	RTSPEP	Any insurance status	BP Coordinator	\$35.96	Up to twice a year
Benefits navigation- PEP - Provide education about potential benefits that patient may be eligible for - Ensure clients who need PEP can get health insurance coverage - Enrollment in manufacturer MAPs and co-payment assistance for PEP	BENPEP	Any insurance status	Benefits Specialist	\$22.62	Up to twice a year
Benefits enrollment- PEP - Enroll clients in Covered California and assist patients with Medical application	BEEPEP	Any insurance status	Benefits Specialist	\$45.24	Up to twice a year
Screening Medical Visit – PEP (client unable to participate due to lab results or other factors the medical provider finds) - Clinical assessment and Physical Exam - HIV/STD/Hepatitis, Serum Creatinine, pregnancy (if applicable) - Assess potential need for PrEP - Adherence assessment and targeted counseling - Risk screening	7520	Uninsured/underinsured only	Medical Provider	\$190.32	Once
Initial Medical Visit- PEP - Clinical assessment and Physical Exam - HIV/STD/Hepatitis, Serum Creatinine, pregnancy (if applicable) - Assess potential need for PrEP - Adherence assessment and targeted counseling - Risk screening, substance use and mental health needs assessment	99204	Uninsured/underinsured only	Medical Provider	\$190.32	Once
Initial Non-Medical Visit- PEP - PEP education regarding adherence, missed dose protocols, side effects, symptoms of seroconversion - Follow-up phone calls, appointment reminders - Linkage to Services based on needs such as substance use treatment, mental health referrals	INMPEP	Any insurance status	BP Navigator	\$28.74	Once
Laboratory testing	n/a	Uninsured/underinsured only	n/a	n/a	As indicated
STD treatment- PEP** - Include brief visits for STI treatment (after positive screening test)	99212	Uninsured/underinsured only	Medical Provider	\$95.16	As indicated
Vaccination Administration- PEP** - Hepatitis A/B, HPV, Meningococcal (as indicated)	90471	Uninsured/underinsured only	Medical Provider	\$47.58	As indicated
Follow-up Medical Visit- PEP (30 day) Conduct laboratory testing and assess for possible offer of PrEP - HIV/STD/Creatinine/Urine Preg - STD treatment - Adherence counseling - Discuss desire to start PrEP - Risk screening, substance use and mental health needs assessment	99213	Uninsured/underinsured only	Medical Provider	\$95.16	Up to twice a year
Follow-up Medical Visit- PEP (90 day) Conduct HIV/STD testing and assess for possible offer of PrEP	99214	Uninsured/underinsured only	Medical Provider	\$95.16	Up to twice a year
Program Reassessment- PEP (90 days) Each clients will be reassessed at three months to determine need for PrEP and insurance screening - If uninsured refer for Benefits Navigation - If insured but not a match to clinics' covered plans, or other referral needs, refer to Linkage Navigation	PRAPEP	Any insurance status	BP Coordinator	\$17.98	Up to twice a year
Referral and Linkage to Primary Care- PEP - Create individualized transition plan with patient, which includes identifying their PCP or helping them identify a new one in their plan; Obtain medical release of information; Assist patient, as needed, with scheduling appointment. Send referral packet/passport to PCP	RLPPEP	Any insurance status	BP Coordinator	\$54.94	Up to three times a year
Successful Linkage to Primary Care- PEP Documentation of patient linkage with primary care provider for one visit	LTCPEP	Any insurance status	BP Navigator	\$50	Once
Laboratory test*	Code	Eligible Clients*	Type of staff	Time/ Rate	Frequency/ timing rule
HIV Screening HIV-1 DNA, QUALITATIVE, PCR HIV-1/2 Antigen and Antibodies, Fourth Generation with Reflexes	87535 87389	Uninsured/Underinsured only	Nurse or Medical Provider	Per contractors actual costs	As indicated

HIV ANTIBODY by EIA HTLV/HIV CONFIRMATORY TEST HIV ANTIGEN TEST HIV-1 HIV-1 AG, EIA HIV-1 ANTIBODY TEST ORAL MUCOSAL F HIV-1, DNA, AMP PROBE HIV-1, DNA, DIR PROBE HIV-1, DNA, QUANT HIV-1/HIV-2, SINGLE ASSAY HIV-2 HIV-2 AG, EIA HIV-2, DNA, AMP PROBE HIV-2, DNA, DIR PROBE HIV-2, DNA, QUANT HIV-1 DNA, Qualitative, PCR	86312 86689 86311 86701 87390 83645 87535 87534 87536 86703 86702 87391 87538 87537 87539 87535				
Chlamydia Screening CHLAMYDIA TRACH, DNA, DIR PROBE CHLAMYDIA TRACH, DNA, AMP PROBE CHLAMYDIA CULTURE CHLAMYDIA TRACHOMATIS AG IF CHLAMYDIA TRACHOMATIS AG, EIA CHLAMYDIA DNA OR RNA, QUANT	87490 87491 87110 87270 87320 87492	Uninsured/ nderinsured only	Nurse or Medical Provider	Per contractors actual costs	As indicated
Gonorrhea Screening NEISSERIA GONORRHOEAE, AMPLIFIED PROBE CULTURE, BACTERIA, OTHER N GONORRHOEAE, DNA, DIR PROB N GONORRHOEAE, DNA, AMP PROB N GONORRHOEAE, DNA, QUANT CULTURE SMEAR, GRAM STAIN MULTIPLE ORGANISM NAAT	87591 87070 87590 87591 87592 87081 87205 87800 87801	Uninsured/ nderinsured only	Nurse or Medical Provider	Per contractors actual costs	As indicated
Syphilis BLOOD SEROLOGY, QUALITATIVE BLOOD SEROLOGY, QUANTITATIVE ANTIBODY, TREPONEMAL PALLIDUM, CONFIRMATORY DARK FIELD WITH SPECIMEN COLLECTION DARK FIELD WITHOUT SPECIMEN COLLECTION TREPONEMA PALLIDUM ANTIGEN, IF TREPONEMA PALLIDUM PARTICLE AGGLUTINATION ASSAY	86592 86593 86781 87166 87164 87285 86780	Uninsured/ nderinsured only	Nurse or Medical Provider	Per contractors actual costs	As indicated
Hepatitis A HAV AB HBV CORE AB. HBV SURFACE AB	86708 86704 86708	Uninsured/ nderinsured only	n/a	Per contractors actual costs	As indicated
Hepatitis B HEPATITIS B SURFACE AG, EIA HEPATITIS B SURFACE, AG, EIA ACUTE HEPATITIS PANEL	87340 87341 80074	Uninsured/ nderinsured only	Nurse or Medical Provider	Per contractors actual costs	As indicated
Hepatitis C HEPATITIS C AB TEST ACUTE HEPATITIS PANEL HEPATITIS C AB TEST, CONFIRM	86803 80074 86804	Uninsured/ nderinsured only	Nurse or Medical Provider	Per contractors actual costs	As indicated
SAFETY LABS	82565 80053 82248 82465 82977 83540 83615 84100 84478 84550 80076 82040 82247 82248 84075 84155 84460 84450	Uninsured/ nderinsured only	Nurse or Medical Provider	Per contractors actual costs	As indicated
Urine Pregnancy HCG QUALITATIVE, URINE	81025	Uninsured/ nderinsured only	Nurse or Medical Provider	Per contractors actual costs	As indicated
Vaccinations*	CW Code	Eligible Clients*	Type of staff	Cost	Frequency/ timing rule
Meningococcal Menactra Conjugate A, C, W, Y	n/a	Uninsured/ nderinsured	Nurse or Medical	Per contractors actual costs	Once ever

Menomune Polysaccharide A, C, W, Y		only	Provider		
HPV – Cervarix, Gardasil-9, or Gardasil	n/a	Uninsured/underinsured only	Nurse or Medical Provider	Per contractors actual costs	Up to three times per vaccination schedule
Hep A and B – Twinrix	n/a	Uninsured/underinsured only	Nurse or Medical Provider	Per contractors actual costs	Up to three times per vaccination schedule
Hep A - Havrix, Vaqta	n/a	Uninsured/underinsured only	Nurse or Medical Provider	Per contractors actual costs	Up to two times per vaccination schedule
Hep B - Recombivax HB or Engerix-B	n/a	Uninsured/underinsured only	Nurse or Medical Provider	Per contractors actual costs	Up to three times per vaccination schedule
STD Treatment*	CW Code	Eligible Clients*	Type of staff	Time/ Rate	Frequency/ timing rule
Chlamydia and Gonorrhea Azithromycin Ceftriaxone Doxycycline Gentamicin Gemifloxacin	n/a	Uninsured/underinsured only	Nurse or Medical Provider	Per contractors actual costs	As indicated
Syphilis Bicillin Doxycycline	n/a	Uninsured/underinsured only	Nurse or Medical Provider	Per contractors actual costs	As indicated
PEP Medication	CW Code	Eligible Clients*	Type of staff	Cost	Frequency/ timing rule
PEP medications should be selected in accordance to IDSA PEP guidelines	n/a	only for pts unable to obtain a full prescription Must use PEP Starter Pack Justification form	Medical Provider	Per contractors actual costs n/a	One time 5-7 day supply