

33434

Contract No. H-210813-14

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

Amendment No. 14

THIS AMENDMENT is made and entered into this 1st day
of April, 2013,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

CITY OF LONG BEACH
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) NON-MEDICAL CASE MANAGEMENT SERVICES AGREEMENT", dated
August 10, 1999, and further identified as Agreement No. H-210813, and any
Amendments thereto (all hereafter "Agreement"); and

WHEREAS, the title of the Agreement formerly known as "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) NON-MEDICAL CASE MANAGEMENT SERVICES AGREEMENT", has been
changed to "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE
DEFICIENCY SYNDROME (AIDS) BENEFITS SPECIALTY SERVICES AGREEMENT";
and

WHEREAS, County has been awarded grant funds from the U.S. Department of
Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic

Assistance (CFDA) Number 93.914; which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds; and

WHEREAS, it is the intent of the parties hereto to rename and extend Agreement and provide other changes set forth herein; and

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on April 1, 2013.
2. The first paragraph of Paragraph 1, TERM, shall be amended to read as

follows:

"1. TERM: The term of this Agreement shall commence on August 10, 1999, and continue in full force and effect through March 31, 2015, subject to termination based on the availability of Federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be re-designated to

Paragraph 3 and amended to read as follows:

"3. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit(s), and Schedule(s) attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be re-designated to Paragraph 4 and Subparagraphs P and Q, shall be added to read as follows:

“4. MAXIMUM OBLIGATION OF COUNTY:

P. During the period of April 1, 2013 through March 31, 2014, the maximum obligation of County for all services provided hereunder shall not exceed Seventy-Eight Thousand, Four Hundred Sixty Dollars (\$78,460).

Such maximum obligation is comprised entirely of Ryan White Program (RWP), Part A funds. This sum represents the total maximum obligation for all services provided under this Agreement as shown in Schedule 19, attached hereto and incorporated herein by reference.

Q. During the period April 1, 2014 through March 31, 2015, the maximum obligation of County for all services provided hereunder shall not exceed Seventy-Five Thousand, Two Hundred Eighty Dollars (\$75,280).

Such maximum obligation is comprised entirely of Ryan White Program (RWP), Part A funds. This sum represents the total maximum obligation for all services provided under this Agreement as shown in Schedule 20, attached hereto and incorporated herein by reference.”

5. Paragraph 4, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, shall be re-designated to Paragraph 5 and Subparagraph A, shall be replaced in its entirety to read as follows:

“5. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to 25 percent above or below each term's annual base maximum obligation; and 2) make modifications to or within budget categories within each schedule, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between schedules in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within schedule budget categories shall be effectuated by a change

notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.”

6. Paragraph 7, COMPENSATION, shall be amended to read as follows:

“7. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 19 and 20, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

7. Paragraph 8, BILLING AND PAYMENT, shall be re-designated to Paragraph 16; and Subparagraph J, shall be replaced in its entirety to read as follows:

“16. BILLING AND PAYMENT:

J. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's

Contract(s) or any prior years' Contract(s) between the County and Contractor. The withheld claims will be used to pay all outstanding delinquent amounts and upon the County being repaid all outstanding delinquent amounts, any remaining claims for payment will be made to the Contractor accordingly.

(6) County may withhold any claim for payment by Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. County will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor."

8. Paragraph 9, ALTERATION OF TERMS, shall be replaced in its entirety to read as follows:

"9. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally

approved and executed by the parties in the same manner as this Contract.

B. Notwithstanding Paragraph 9A in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to twenty-five percent (25%) of each term's annual base maximum obligation and/or an increase or decrease in funding up to twenty-five percent (25%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

C. Notwithstanding Paragraph 9A in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each schedule, as reflected in the attached Schedule(s), up to an adjustment between all budget categories equal to twenty-five percent (25%) of each term's annual base maximum obligation, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in

the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract."

9. Paragraph 11, GENERAL INSURANCE REQUIREMENTS, shall be re-designated to Paragraph 13 and Subparagraphs D and E, shall be amended to read as follows:

"13. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

D. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

E. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or

terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.”

10. Paragraph 12, INSURANCE COVERAGE REQUIREMENTS, shall be re-designated to Paragraph 10.

11. Paragraph 16, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be re-designated to Paragraph 15.

12. Paragraph 17, QUALITY MANAGEMENT, shall be replaced in its entirety to read as follows:

“17. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director of the program;

B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;

C. Focus on patient linkages to and retention in care and follow-up;

D. Track client perception of their health and effectiveness of the service received through patient satisfaction survey;

E. Serve as a continuous quality improvement (CQI) process with direct reporting of data and performance improvement activities to senior leadership no less than on an annual basis.”

13. Paragraph 18, QUALITY MANAGEMENT PLAN, shall be replaced in its entirety to read as follows:

“18. QUALITY MANAGEMENT PLAN: Contractor shall implement its QM program based on a written QM plan. Contractor shall develop one (1) agency-wide QM plan that encompasses all HIV/AIDS care services. Contractor shall submit to DHSP within sixty (60) days of the receipt of this fully executed Contract, its written QM plan. The plan shall be reviewed and updated as needed by the agency’s QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by DHSP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components:

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program’s mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the 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 advisory committee need not create a separate QM Committee, provided

that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Performance Indicators –Contractor shall describe how performance indicators are selected. Contractor shall collect and analyze data for at least one (1) or more performance indicators. Contractor may select indicators from the DHSP approved clinical and performance measures set (core and supplemental measures) or select other aspects of care or service. Contractor may request technical assistance from DHSP Quality Management for assistance in selection, development and implementation of performance indicators.

(2) Data Collection Methodology – Contractor shall describe its sampling 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 indicator 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 QM Committee's process for selecting performance 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.

E. 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 National Quality Center and HIVQUAL and provides opportunities for sharing information, best practices and networking with local area HIV/AIDS providers.

F. 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.

G. 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.

H. 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 QM 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.

I. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statues, and regulations. Contractor shall furnish to DHSP Executive Office, upon the 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, statues, and regulations. Reportable events shall include the following:

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

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and 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;

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

14. Paragraph 19, QUALITY MANAGEMENT PROGRAM MONITORING, shall be replaced in its entirety to read as follows:

“19. QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, DHSP shall review contractor’s QM program annually. A numerical score will be issued to the contractor’s QM program based on one hundred percent (100%) as the maximum score. Contractor’s QM program shall be assessed for implementation of the following components:

A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);

B. Implementation of QM Program;

C. Client Feedback Process;

D. Client Grievance Process;

E. Incident Reporting.”

15. Paragraph 20, DHSP GRIEVANCE PROGRAM, shall be added to read as follows:

“20. DHSP GRIEVANCE PROGRAM:

A. Definition: The word grievance is often used to refer to a complaint, a problem, or cause of dissatisfaction or unhappiness about an aspect of care or service. The DHSP Grievance Program is established to assist clients in resolving complaints and/or concerns they have about any aspect of their care or service delivery experience at the agency. Clients may choose to inform the Contractor (agency) about their complaints or concerns however they also have the option to contact DHSP directly to obtain assistance in resolving their complaints and concerns. Clients have five (5) ways to contact DHSP about their complaints or concerns:

- (1) Grievance (telephone) Line
- (2) Fax
- (3) Email
- (4) Mail (postal)
- (5) In person

B. Grievance-Line is a telephone line that is available to clients receiving services from DHSP funded agencies. The line gives individuals an opportunity to voice their complaints or concerns regarding their HIV/AIDS care and services. The Grievance Line can be utilized by calling 1(800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after-hour calls and calls made during County holidays are forwarded to voice mail and followed-up on the next business day. This Grievance Line is not intended to respond to emergency or crisis-related concerns.

C. Grievance Management:

(1) Within ten (10) days of receipt of the complaint, DHSP shall send correspondence to the complainant to acknowledge that DHSP has received the complaint. Within the same timeline, DHSP shall also send correspondence to the Contractor advising that a complaint was received and request to investigate and provide specific information.

(2) Contractor shall have thirty (30) days to respond to DHSP with its findings and actions based on its investigation of the complaint. Contractor shall work with DHSP Quality Management to address other quality of care issues and questions that may arise and where that information is required to close the case.

(3) GRIEVANCE POSTERS: Grievance posters are provided to Contractor. Poster contains information about how clients may file a complaint or concern with DHSP. Contractor shall ensure that the grievance posters are visible to clients and are located in areas of the facility used by patients. Contractor shall ensure that staff, as well as clients/patients know the purpose of the Grievance Program.

(4) Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representative may file a complaint with the Grievance Program.”

16. Paragraph 34, COUNTY'S QUALITY ASSURANCE PLAN, of ADDITIONAL PROVISIONS, shall be amended to read as follows:

"34. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option."

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

18. Effective on the date of this Amendment, Schedules 19 and 20, BUDGET(S) FOR HIV/AIDS BENEFITS SPECIALTY SERVICES, shall be attached hereto and incorporated herein by reference.

19. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

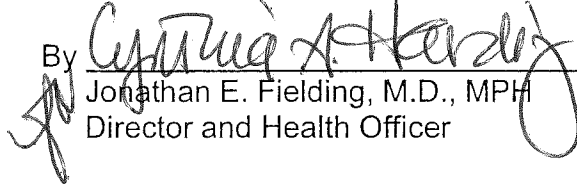
/

/

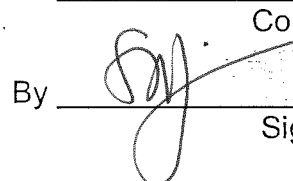
/

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

COUNTY OF LOS ANGELES

By 
Jonathan E. Fielding, M.D., MPH
Director and Health Officer

CITY OF LONG BEACH

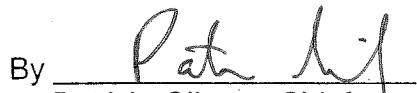
Contractor
By  **Assistant City Manager**
Signature EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
Patrick H. West
Printed Name

Title City Manager
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By 
Patricia Gibson, Chief
Contracts and Grant Division

DA#02587:jlm

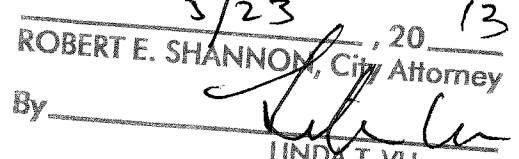
APPROVED AS TO FORM
5/23, 2013
ROBERT E. SHANNON, City Attorney
By 
LINDA T. VU
DEPUTY CITY ATTORNEY

EXHIBIT O

CITY OF LONG BEACH

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

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

"1. DESCRIPTION: HIV/AIDS benefits specialty services are client-centered activities that facilitate a client's access to public assistance programs and services Benefits Specialists are responsible for making independent determination of initial and continuing eligibility for applicants and program participants receiving public assistance programs within established guidelines and procedures. It is the primary responsibility of the Benefits Specialists to ensure that their clients are receiving the public assistance programs and services for which they are eligible.

Benefits Specialists will educate clients about available benefits and provide assistance with the application process. When needed, benefits specialists shall refer clients for benefit appeals services."

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

"2. PERSONS TO BE SERVED: HIV/AIDS benefits specialty services shall be provided to persons with HIV/AIDS residing within Los Angeles County in accordance with Attachment 1, "Service Delivery Questionnaire", attached

hereto and incorporated herein by reference. Such services shall assist individuals requiring assistance gain access to public assistance programs so that clients may better access, maintain and adhere to primary HIV/AIDS health care and other support services.”

3. Paragraph 3, SERVICE DELIVERY SITE(S), shall be amended to read as follows:

“3. SERVICE DELIVERY SITE(S): Contractor shall provide Benefits Specialty services at the following location: 2525 Grand Avenue, Long Beach, California 90815.

Contractor shall request approval from Division of HIV and STD Programs (DHSP) in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

A memorandum of understanding shall be required for service delivery site(s) on location(s) or property(ies) not owned or leased by Contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation.”

4. Paragraph 4, COUNTY’S MAXIMUM OBLIGATION, shall be amended to read as follows:

“4. COUNTY’S MAXIMUM OBLIGATION: During the period of April 1, 2013 through March 31, 2014, the maximum obligation of County for all services

provided hereunder shall not exceed Seventy-Eight Thousand, Four Hundred Sixty Dollars (\$78,460).

During the period of April 1, 2014 through March 31, 2015, the maximum obligation of County for all services provided hereunder shall not exceed Seventy-Five Thousand, Two Hundred Eighty Dollars (\$75,280)."

5. Paragraph 5, COMPENSATION, shall be amended to read as follows:

"5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 19 and 20 and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

6. Paragraph 6, SERVICES TO BE PROVIDED, shall amended to read as follows:

"6. SERVICES TO BE PROVIDED: During the period of this Agreement, Contractor shall provide such services as required by DHSP, including, but not be limited to the following activities.

A. Contractor shall provide benefit specialty services to a minimum of two hundred (200) clients for the period of April 1, 2013 through March 31, 2014.

Contractor shall provide benefits specialty services to a minimum of two hundred (200) clients for the period of April 1, 2014 through March 31, 2015.

B. Contractor shall provide a minimum of one thousand, six hundred sixty-four (1,664) hours of benefits specialty services for the period of April 1, 2013 through March 31, 2014.

Contractor shall provide a minimum of one thousand, six hundred sixty-four (1,664) hours of benefits specialty services for the period of April 1, 2014 through March 31, 2015.

C. Contractor shall provide a minimum of one hundred ten (110) clients with benefits specialty application assistance for the period of April 1, 2013 through March 31, 2014.

Contractor shall provide a minimum of one hundred ten (110) clients with benefits specialty application assistance for the period of April 1, 2014 through March 31, 2015.

D. Contractor shall provide a minimum of three (3) benefits specialty orientation/workshop sessions for the period of April 1, 2013 through March 31, 2014.

Contractor shall provide a minimum of three (3) benefits specialty orientation/workshop sessions for the period of April 1, 2014 through March 31, 2015.

E. Contractor shall assist a minimum of one hundred fifty (150) clients with getting enrolled into public assistance programs and services for the period of April 1, 2013 through March 31, 2014.

Contractor shall assist a minimum of one hundred fifty (150) clients with getting enrolled into public assistance programs and services for the period of April 1, 2014 through March 31, 2015.”

7. Paragraph 7, DIRECT SERVICES, shall be replaced in its entirety to read as follows:

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

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

(1) The following completed forms are required for each client and shall be kept on file in the client chart: release of information; limits of confidentiality; consent to receive services; clients rights and responsibilities; client grievance procedures; and program disclaimer that Benefits Specialty Services do not

constitute legal advice or representation and that there is no guarantee of success in obtaining benefits.

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

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

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

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

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

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

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

(4) BSP shall include date, time spent, out come, and signature by client and benefit specialist.

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

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

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

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

E. Benefits Management: Benefits Specialist shall ensure clients receive benefits management services which address the benefit counseling needs that many clients have once they are enrolled in various health and disability

programs. Documentation shall be kept in the form of progress notes.

Contractor shall ensure the following:

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

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

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

(4) Identification of new public assistance programs;

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

F. Progress Notes: Benefits specialty services shall be documented through progress notes and maintained within individual client charts.

Contractors shall ensure the following:

(1) Documentation of assessment or re-assessment;

(2) Documentation of development or update of benefit service plan;

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

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

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

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

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

8. Paragraph 9, CLIENT/PATIENT ELIGIBILITY, shall be replaced in its entirety to read as follows:

"9. CLIENT/PATIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include clients' HIV status, residence in Los Angeles County, and income. Verification of client's Los Angeles County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:

A. Services shall be provided to clients who have the greatest need for benefits Specialty Services so that they may increase their access to HIV medical treatment and HIV medications."

9. Paragraph 11, STAFF REQUIREMENTS, shall be replaced in its entirety to read as follows:

"11. STAFF REQUIREMENTS:

A. Benefits Specialist Qualifications: Benefits Specialist shall hold a high school diploma (or GED equivalent) and have at least one (1) year of experience making eligibility determinations and assisting clients in accessing public benefits or public assistance programs."

10. Paragraph 12, STAFF DEVELOPMENT AND TRAINING REQUIREMENTS, shall be amended to read as follows:

"12. STAFF DEVELOPMENT AND TRAINING REQUIREMENTS:

Contractor shall provide and/or allow access to ongoing staff development of benefits specialists. Staff development and enhancement activities shall include, but not be limited to:

A. Trainings and/or in-services related to public assistance programs, benefits specialty issues, and HIV/AIDS.

B. Staff development and enhancement shall consist of the following required documentation:

- (1) Date, time, and location of function and function type;
- (2) Name of staff attending function;
- (3) Name of sponsor or provider of function;
- (4) Training outline;
- (5) Meeting agenda and/or minutes.

Verification of participation in staff development and enhancement activities shall be maintained in each personnel record.”

11. Paragraph 18, COUNTY'S MANAGEMENT DATA SYSTEM, shall be renamed to read as follows:

“18. COUNTY'S DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register client's eligibility data, demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to invoice for all delivered services, standardize reporting, import efficiency of billing, support program evaluation processes, and 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.”

12. Paragraph 23, EVALUATION, shall be deleted from this agreement.

SCHEDULE 19
CITY OF LONG BEACH
HIV/AIDS BENEFITS SPECIALTY SERVICES

	<u>Budget Period</u> April 1, 2013 through <u>March 31, 2014</u>
Salaries	\$ 51,636
Employee Benefits	\$ 25,234
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other Costs	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost	\$ <u>1,590</u>
TOTAL PROGRAM BUDGET	\$ 78,460

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. 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 20
CITY OF LONG BEACH
HIV/AIDS BENEFITS SPECIALTY SERVICES

	<u>Budget Period</u> April 1, 2014 through <u>March 31, 2015</u>
Salaries	\$ 49,206
Employee Benefits	\$ 24,048
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other Costs	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost	\$ <u>2,026</u>
TOTAL PROGRAM BUDGET	\$ 75,280

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. 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.

SERVICE DELIVERY SITE QUESTIONNAIRE

CITY OF LONG BEACH

CONTRACT GOALS AND OBJECTIVES

TABLE 2

April 1, 2013- March 31, 2014

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

Contract Goals and Objectives	Benefit Specialty Services		Application Assistance	Orientation/Work Shop Sessions		Benefits Enrollment	Appeals Referral
	No. of Clients	No. of Hours		No. of Clients	No. of Hours		
Site # 1	200	1,664	110	6	3	150	10
Site # 2							
Site # 3							
Site # 4							
TOTAL	200	1,664	110	6	3	150	10

April 1, 2014- March 31, 2015

Contract Goals and Objectives	Benefit Specialty Services		Application Assistance	Orientation/Work Shop Sessions		Benefits Enrollment	Appeals Referral
	No. of Clients	No. of Hours		No. of Clients	No. of Hours		
Site # 1	200	1,664	110	6	3	150	10
Site # 2							
Site # 3							
Site # 4							
TOTAL	200	1,664	110	6	3	150	10

CONTRACTOR'S EEO CERTIFICATION

City of Long Beach, Department of Health + Human Services

Contractor Name

2525 Grand Ave., Long Beach, CA 90815

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
- 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
- 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
- 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

Susan Price, Acting Director, Health + Human Services Dept.

Authorized Official's Printed Name and Title

Susan Price

Authorized Official's Signature

5/29/13

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME CITY OF LBDHHS - BSS Contract No. H-210813-14

GENERAL INFORMATION:

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

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 contract. 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.

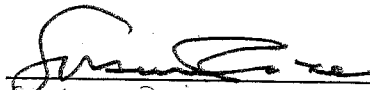
Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all 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 contract. 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 agreement 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 agreement 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: 5/20/13

PRINTED NAME:

Susan Price

POSITION:

ACTING DIRECTOR, DHHS

CHARITABLE CONTRIBUTIONS CERTIFICATION

City of Long Beach, Department of Health+Human Serv. - BSS

Company Name

2525 Grand Ave., Long Beach, CA 90815-

Address

Internal Revenue Service Employer Identification Number

NOT APPLICABLE

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Susan Price

Signature

5/20/13

Date

Susan Price, Acting Director, Health+Human Services Dept.

Name and Title of Signer (please print)

EXHIBIT G

C.A.R.E. Act Title I

Public Law 101-381--August 18, 1990

As amended by the Ryan White Program Act Amendments of 1996

Provision 2605

(e) REQUIREMENTS REGARDING IMPOSITION OF CHARGES FOR SERVICES

"(1) IN GENERAL-The Secretary may not make a grant under section 2601 to an eligible area unless the eligible area provides assurances that in the provision of services with assistance provided under the grant-

"(A) in the case of individuals with an income less than or equal to 100 percent of the official poverty line, the provider will not impose charges on any such individual for the provision of services under the grant;

"(B) in the case of individuals with an income greater than 100 percent of the official poverty line, the provider-

"(i) will impose a charge on each such individual for the provision of such services; and

"(ii) will impose the charge according to a schedule of charges that is made available to the public;

"(C) in the case of individuals with an income greater than 100 percent of the official poverty line and not exceeding 200 percent of such poverty line, the provider will not for any calendar year, impose charges in an amount exceeding 5 percent of the annual gross income of the individual involved;

"(D) in the case of individuals with an income greater than 200 percent of the official poverty line and not exceeding 300 percent of such poverty line, the provider will not for any calendar year, impose charges in an amount exceeding 7 percent of the annual gross income of the individual involved; and

"(E) in the case of individuals with an income greater than 300 percent of the official poverty line, the provider will not, for any calendar year, impose charges in an amount exceeding 10 percent of the annual gross income of the individual involved.

"(2) ASSESSMENT OF CHARGE-With respect to compliance with the assurance made under paragraph (1), a grantee or entity receiving assistance under this part may, in the case of individuals subject to a charge for purposes of such paragraph-

"(A) assess the amount of the charge in the discretion of the grantee, including imposing only a nominal charge for the provision of services, subject to the provisions of such paragraph regarding public schedules and regarding limitations on the maximum amount of charges; and

"(B) take into consideration the medical expenses of individuals in assessing the amount of the charge, subject to such provisions.

"(3) APPLICABILITY OF LIMITATION ON AMOUNT OF CHARGE- The Secretary may not make a grant under section 2601 to an eligible area unless the eligible area agrees that the limitations established in subparagraphs (C), (D) and (E) of paragraph (1) regarding the imposition of charges for services applies to the annual aggregate of charges imposed for such services, without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost sharing, copayments, coinsurance, or other charges.

"(4) WAIVER REGARDING SECONDARY AGREEMENT-The requirements established in paragraphs (1) through (3) shall be waived in accordance with section 2604(dx2)."

EXHIBIT H

PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES

The purpose of this Patient and Client Bill of Rights is to help enable clients 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 fee 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. Communicate promptly in the future any changes or new developments.
3. Communicate to your provider whenever you do not understand information you are given.
4. 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.
5. Keep your appointments and commitments at this agency or inform the agency promptly if you cannot do so.
6. Keep your provider or main contact informed about how to reach you confidentially by phone, mail or other means.
7. Follow the agency's rules and regulations concerning patient/client care and conduct.
8. Be considerate of your providers and fellow clients/patients and treat them with the respect you yourself expect.
9. 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.
10. 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

EXHIBIT I

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 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.