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Interim Director

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May 19, 2015

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

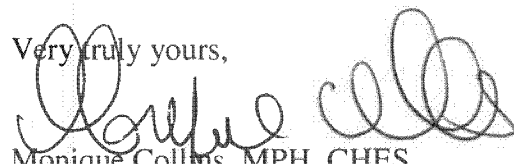
Dear Ms. Colopy:

**FULLY EXECUTED CONTRACT: CONTRACT NO. PH-002425-2, HIV/AIDS
SPAS 2-8 AMBULATORY OUTPATIENT MEDICAL SERVICES**

Enclosed is your agency's fully executed Contract No. PH-002425-2. This is the Agreement between the County of Los Angeles and City of Long Beach, Department of Health & Human Services for HIV/AIDS SPAs 2-8 Ambulatory Outpatient Medical Services to extend the contract for two additional terms, effective March 1, 2015 through February 28, 2017. Please note all applicable performance requirements as stipulated in this document.

If you have any questions regarding your contract, please call Yolanda Wigderson of my staff, at (213) 351-1155.

Very truly yours,


Monique Collins, MPH, CHES
Contract Administration

MC:yw

R:\CAD\Contract Development and Processing\Development of Contracts\2015\Year 25-26 AOM-MCC DA renewals\3206\Amendments\Fully Executed Letters\PH-002425-2
CLB AOM FE Letter.doc

Enclosure

c: Sarady Kong (CLB) w/o attachments ✓
Carlos Vega-Matos
Dave Young
Contract File
Chron (CAD)

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SPAS 2-8 AMBULATORY OUTPATIENT MEDICAL SERVICES CONTRACT
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Contract No. PH-002425

**DEPARTMENT OF PUBLIC HEALTH
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SPAS 2-8 AMBULATORY OUTPATIENT MEDICAL SERVICES CONTRACT**

Amendment No. 2

THIS AMENDMENT is made and entered into this 26th
day of February, 2015,

by and between

COUNTY OF LOS ANGELES (hereafter
"County")

and

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

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) AMBULATORY OUTPATIENT MEDICAL SERVICES", dated November 20,
2012, and further identified as Contract No. PH-002425, and any Amendments thereto
(all hereafter "Contract"); 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 Number 93.914, which is authorized by the Ryan White Comprehensive
AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent
Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds; and

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on March 1, 2015.

2. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES:

A. Contractor shall provide the services in the manner described in Exhibit A (Statement of Work identified as Exhibits A, and A.1,) and all its attachments attached hereto and incorporated herein by reference."

3. The first paragraph of Paragraph 3, TERM OF CONTRACT, shall be amended to read as follows:

"3. TERM OF CONTRACT:

The term of this Contract shall be effective November 20, 2012, and shall continue in full force and in effect through February 28, 2017, unless sooner terminated or extended, in whole or in part, as provided in this Contract".

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

"4. MAXIMUM OBLIGATION OF COUNTY:

H. Effective March 1, 2015 through February 29, 2016, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Twenty-Two Thousand, Four Hundred Sixty-Two Dollars (\$222,462), as set forth in Schedules 13, 14, 15, and 16, attached hereto and incorporated herein by reference.

I. Effective March 1, 2016 through February 28, 2017, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Twenty-Two Thousand, Four Hundred Sixty-Two Dollars (\$222,462), as set forth in Schedules 17, 18, 19, and 20, attached hereto and incorporated herein by reference."

5. Paragraph 11, INDEMNIFICATION, shall be amended to read as follows:

"11. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except to such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees."

6 Paragraph 1, ADMINISTRATION, of the ADDITIONAL PROVISIONS, shall be replaced in its entirety to read as follows:

"1. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services

under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an Contract with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

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

7. Effective on the date of this Amendment, Exhibit A.1, STATEMENT OF WORK FOR HIV/AIDS SPAS 2-8 AMBULATORY OUTPATIENT MEDICAL SERVICES, shall be attached hereto and incorporated herein by reference.

8. Effective on the date of this Amendment, Exhibit C, Schedules 13, 14, 15, 16, 17, 18, 19, and 20, shall be attached hereto and incorporated herein by reference.

9. Except for the changes set forth herein above, Contract shall not be changed in any respect by this Amendment.

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

COUNTY OF LOS ANGELES

By 
Cynthia A. Harding, M.P.H.
Interim Director

CITY OF LONG BEACH,
DEPARTMENT OF HEALTH &
HUMAN SERVICES

Contractor

By  Assistant City Manager
Signature
Patrick H. West
Printed Name
City Manager


EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARK J. SALADINO
County Counsel

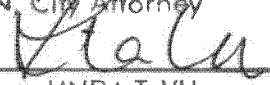
APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By 
Patricia Gibson, Chief
Contracts and Grants Division

DA#3206:vt

APPROVED AS TO FORM

4/28, 2015
CHARLES PARKIN, City Attorney
By 
LINDA T. VU
DEPUTY CITY ATTORNEY

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SPAS 2-8 AMBULATORY OUTPATIENT MEDICAL SERVICES EXHIBIT**

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EXHIBIT A.1

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SPA 2 – 8 AMBULATORY/OUTPATIENT MEDICAL SERVICES

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

"1. DESCRIPTION:

B. HIV/AIDS Ambulatory/Outpatient Medical Services include the provision of medical evaluation and clinical care, access to AIDS Drug Assistance Program (ADAP) if applicable (for reimbursements rates see Attachment 2 REVISED, "Guidelines for Reimbursement of Non-ADAP Pharmaceuticals"), access and referral to medical subspecialty care, medical care coordination, disease monitoring, other clinically indicated laboratory testing (including drug resistance testing), treatment adherence counseling and secondary HIV/AIDS prevention in the ambulatory outpatient setting."

2. Exhibit A, Paragraph 3, PERSONS TO BE SERVED, Subparagraph A, shall be amended to read as follows:

"3. PERSONS TO BE SERVED:

A. In order to receive HIV/AIDS ambulatory/outpatient medical services under this Contract, a person:

- (1) is diagnosed with HIV disease or AIDS;
- (2) is a resident of Los Angeles County;

(3) has income at or below four hundred percent (400%) of the Federal poverty level; AND

(4) is not eligible for another payer source such as private or public health insurance (uninsured)."

3. Exhibit A, Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs D and E, shall be added to read as follows:

"4. COUNTY'S MAXIMUM OBLIGATION:

D. During the period of March 1, 2015 through February 29, 2016, that portion of County's maximum obligation which is allocated under this exhibit for HIV/AIDS Ambulatory/Outpatient Medical services shall not exceed Two Hundred Twenty-Two Thousand, Four Hundred Sixty-Two Dollars (\$222,462).

E. During the period of March 1, 2016 through February 28, 2017, that portion of County's maximum obligation which is allocated under this exhibit for HIV/AIDS Ambulatory/Outpatient Medical services shall not exceed Two Hundred Twenty-Two Thousand, Four Hundred Sixty-Two Dollars (\$222,462)."

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

"5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Exhibit C, Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18,

19, and 20, and the INVOICES AND PAYMENT Paragraph of the Contract.

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

5. Exhibit A, first subparagraph of Paragraph 7, CLIENT/PATIENT ELIGIBILITY, shall be amended to read as follows:

“7. CLIENT/PATIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing a protocol to document that individuals receiving services under this Contract meet the eligibility criteria outlined in PERSONS TO BE SERVED paragraph. Verification of client’s Los Angeles County residency, income and insurance status shall be conducted every six months.”

6. Exhibit A, Paragraph 8, CLIENT/PATIENT FEE SYSTEM, Subparagraph C shall be amended to read as follows:

“8. CLIENT/PATIENT FEE SYSTEM:

C. Procedures and forms used in determining whether client is covered by any third party payor, such as Medicare, Medi-Cal, managed care program, or other public or private health insurance.”

7. Exhibit A, Paragraph 9, SERVICES TO BE PROVIDED, Subparagraph E, (4) and (5), shall be added and Subparagraph F, shall be amended to read as follows:

“9. SERVICES TO BE PROVIDED:

E. Contractor shall provide the following services:

(4) Contractor shall provide a maximum of five hundred twenty-eight (528) HIV/AIDS ambulatory outpatient medical visits during the period March 1, 2015 through February 29, 2016.

(5) Contractor shall provide a maximum of five hundred twenty-eight (528) HIV/AIDS ambulatory outpatient medical visits during the period March 1, 2016 through February 28, 2017.

F. Additional visits shall require prior authorization from DHSP.

See Attachment 5 REVISED, "Fee-For-Service and Additional Reimbursement Incentives Guidelines."

8. Exhibit A, Paragraph 10, MULTIDISCIPLINARY TEAM, shall be amended to read as follows:

"10. MULTIDISCIPLINARY TEAM: HIV/AIDS ambulatory/outpatient medical services shall be provided by a multidisciplinary team. The core team shall consist of a primary care provider at the level of a State of California licensed physician and/or a registered nurse, nurse practitioner, or physician's assistant. The expanded team may include a registered nurse, registered dietitian, medical social worker, health educator, outreach worker, and/or other ancillary support service providers."

SERVICE DELIVERY SITE QUESTIONNAIRE
CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES
CONTRACT GOALS AND OBJECTIVES

TABLE 3

March 1, 2015 through February 29, 2016

Number of ambulatory/outpatient medical visits Contract Goals and Objective by Service Delivery Site(s).

Site	Medical Visits
1	528
TOTAL	528

SERVICE DELIVERY SITE QUESTIONNAIRE

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

CONTRACT GOALS AND OBJECTIVES

TABLE 3

March 1, 2016 through February 28, 2017

**Number of ambulatory/outpatient medical visits Contract Goals and Objective by
Service Delivery Site(s).**

Site	Medical Visits
1	528
TOTAL	528

EXHIBIT C

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SPA 2 – 8 AMBULATORY/OUTPATIENT MEDICAL SERVICES**

SCHEDULE(S)

SCHEDULE 13

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL

FEE-FOR-SERVICE

Budget Period
March 1, 2015
Through
February 29, 2016

FEE FOR SERVICE CALCULATION	
	AMOUNT
Total Maximum Obligation	\$174,303
Projected Number of Units of Service	528
Rate per Unit of Service	\$330.12

During the term of this Contract, invoices and cost reports must be submitted and contractor will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 14

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
LABORATORY SERVICES**

Budget Period
March 1, 2015
Through
February 29, 2016

ALLOCATION	AMOUNT
Laboratory	
Total Maximum Obligation	\$27,847

During the term of this Contract, Contractor will be reimbursed for laboratory services not to exceed the amount listed in this schedule.

SCHEDULE 15

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL, IMAGING SERVICES

Budget Period
March 1, 2015
Through
February 29, 2016

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$4,104

During the term of this Contract, Contractor will be reimbursed for imaging services not to exceed the amount listed in this schedule.

SCHEDULE 16

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
NON-AIDS DRUG ASSISTANCE PROGRAM (ADAP) PHARMACY SERVICES**

Budget Period
March 1, 2015
Through
February 29, 2016

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$16,208

During the term of this Contract, Contractor will be reimbursed for Non-ADAP Pharmacy services not to exceed the amount listed in this schedule.

SCHEDULE 17

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL

FEE-FOR-SERVICE

Budget Period
March 1, 2016
Through
February 28, 2017

FEE FOR SERVICE CALCULATION	
	AMOUNT
Total Maximum Obligation	\$174,303
Projected Number of Units of Service	528
Rate per Unit of Service	\$330.12

During the term of this Contract, invoices and cost reports must be submitted and contractor will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 18

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
LABORATORY SERVICES**

Budget Period
March 1, 2016
Through
February 28, 2017

ALLOCATION	AMOUNT
Laboratory	
Total Maximum Obligation	\$27,847

During the term of this Contract, Contractor will be reimbursed for laboratory services not to exceed the amount listed in this schedule.

SCHEDULE 19

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
IMAGING SERVICES**

Budget Period
March 1, 2016
Through
February 28, 2017

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$4,104

During the term of this Contract, Contractor will be reimbursed for imaging services not to exceed the amount listed in this schedule.

SCHEDULE 20

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
NON-AIDS DRUG ASSISTANCE PROGRAM (ADAP) PHARMACY SERVICES**

Budget Period
March 1, 2016
Through
February 28, 2017

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$16,208

During the term of this Contract, Contractor will be reimbursed for Non-ADAP Pharmacy services not to exceed the amount listed in this schedule.