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August 24, 2022

34207

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 NO. PH-003082-W3, BIOMEDICAL HIV PREVENTION SERVICES

Enclosed is your agency's fully executed Master Agreement Work Order (MAWO) No. PH-003082-W3. This is the new MAWO between the County of Los Angeles and City of Long Beach for Biomedical HIV Prevention Services for the term effective July 1, 2022 through December 31, 2023. Please note all applicable performance requirements as stipulated in this document.

If you have any questions regarding your MAWO, please email Valerie Ramirez of my staff, at varamirez@ph.lacounty.gov.

Very truly yours,

Monique Collins

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

MC:vr

R:\CAD\Contract Development and Processing\Development of Contracts\2022\Biomedical HIV\Fully Executed\CLB Biomed PH-003082-W3 FE Letter.docx

Enclosure

cc: Thomas Modica (CLB) Linda F. Tatum (CLB) Sarady C. Kong (CLB)
Paulina Zamudio Sine Yohannes Chron (CAD)



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Master Agreement Number: PH-003082

34207

Work Order Number: W3

COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH

MASTER AGREEMENT WORK ORDER (MAWO)

FOR

BIOMEDICAL HIV PREVENTION SERVICES

CITY OF LONG BEACH DEPARTMENT OF HEALTH AND HUMAN SERVICES

This Master Agreement Work Order and Attachments made and entered into on Aug 23, 2022, by and between the County of Los Angeles, Department of Public Health (Public Health), hereinafter referred to as County, and City of Long Beach Department of Health and Human Services, hereinafter referred to as Contractor. Contractor is located at 2525 Grand Avenue, Long Beach, California 90815.

RECITALS

WHEREAS, on Month February 1, 2016, the County of Los Angeles and Contractor Name, entered into Master Agreement Number PH-003082 to provide Biomedical HIV Prevention services for the Public Health; and

WHEREAS, Contractor submitted a response to Work Order Solicitation Number BIOMED-WOS-004 released by the County on February 14, 2022, 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; and

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.

Attachments:

- Attachment A: Statements of Work (A-1: Biomedical HIV Prevention Navigation Services, and A-2: Post-Exposure Prophylaxis Services)
- Attachment B: Scopes of Work (B-1: Biomedical HIV Prevention Navigation Services, and B-2: Post-Exposure Prophylaxis Services)
- Attachment C: Budgets (C-1, C-2, C-3, C-4, C-5, and C-6)
- Attachment D: Certification of No Conflict of Interest
- Attachment E: Certification of Employee Status
- Attachment F: County's Administration
- Attachment G: Contractor's Administration
- Attachment H: Forms Required for Each Work Order Before Work Begins
- Attachment I: Guidelines for Staff Tuberculosis Screening
- Attachment J: People with HIV/AIDS Bill of Rights and Responsibilities
- Attachment K: Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Attachment L: COVID-19 Vaccination Certification Compliance

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 be effective upon execution for the term of July 1, 2022 through December 31, 2023, with an option to extend thereafter for two (2) additional one-year terms through December 31, 2025, subject to performance and availability of funds, 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 10 calendar days' written notice to Contractor. In the alternative to cancellation, Director may, at his or her sole discretion, 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, 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, sub-paragraph 8.1, Amendments.

6.0 FUNDING SOURCE

Provision of services under this MAWO for Biomedical HIV Prevention Services is funded by Substance Abuse Prevention and Control (SAPC), net County cost (NCC), and the Integrated HIV Surveillance and Prevention Program (IHSP).

7.0 MAXIMUM TOTAL AMOUNT AND PAYMENT

- 7.1 The Maximum Total Amount that County will pay Contractor for all services to be provided under this MAWO shall not exceed the amount of \$96,000, as set forth in Attachment C (C-1, C-2, C-3, C-4, C-5, and C-6), Budgets, for the term of performance, from date of execution through December 31, 2023, unless otherwise revised or amended under the terms of this MAWO.
- 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 Amount. Performance of services as used in this Paragraph includes time spent performing any of the service activities designated in the Attachments 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 30 calendar days after month end in the month that the services were rendered/performed.

7.5 Upon expiration or prior termination of this MAWO, Contractor shall submit to County Project Manager, within 30 calendar days of expiration or termination, 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 Public Health, 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, as necessary, that do not substantively alter the scope of work.

7.7 Contractor may request the Director of Public Health, 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. A written Change Notice shall be signed by the Director, or designee, and Contractor, as authorized by the Board, and incorporated into, and become part of this MAWO.

8.0 DATA REPORTING REQUIREMENTS

8.1 County's system will be used to standardize reporting and invoicing, 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, County's Administration.

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 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 may 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 Amount of this MAWO, and/or that goes beyond the expiration date of this MAWO.

13.0 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- 13.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- 13.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g., Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 13.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC, or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the California Department of Public Health (CDPH) vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
- 13.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or

sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- (a) Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test that has an Emergency Use Authorization (EUA) by the U.S. Food and Drug Administration (FDA) or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation, or order.
- (b) Wear a mask that is consistent with Center for Disease Control and Prevention (CDC) recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- (c) Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

13.5 In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations, and requirements for COVID-19. A completed Attachment L (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County and must be on file with the Program Office prior to beginning of services.

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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
Barbara Ferrer (Aug 23, 2022 17:59 PDT)
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

CITY OF LONG BEACH
DEPARTMENT OF HEALTH
AND HUMAN SERVICES

CONTRACTOR

By: Linda J. Satumba
Signature

Thomas Modica

Printed Name
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Title: City Manager

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL
DAWYN HARRISON
Acting County Counsel

APPROVED AS TO FORM
August 10, 20 22
CHARLES PARKIN, City Attorney

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By: Lisa Delgadillo
Lisa Delgadillo (Aug 19, 2022 16:15 PDT)
Contracts and Grants Division Management
#06205:np

ATTACHMENT A-1

STATEMENT OF WORK

FOR

**CATEGORY 1 – BIOMEDICAL HIV PREVENTION NAVIGATION
SERVICES (BHPNS)**

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STATEMENT OF WORK

BIOMEDICAL HIV PREVENTION NAVIGATION SERVICES (BHPNS)

1.0 DESCRIPTION

The County of Los Angeles (County), Department of Public Health (Public Health), 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). BHPNS is comprised of three Subcategories:

1. Category 1A: BHPNS – Cisgender Black/African American and Latinx Women
2. Category 1B: BHPNS – Transgender persons
3. Category 1C: BHPNS – Individuals at highest risk for acquiring and/or transmitting HIV including, but not limited to, MSM with emphasis on Black/African American and Latinx MSM, people who inject drugs, and persons under 30 years of age

Contractor shall recruit, link, and retain in care the target populations listed above. BHPNS is based on the concept that persons in communities trained as pre-exposure prophylaxis (PrEP) and post-exposure prophylaxis (PEP) navigators can be effective in reducing and eliminating barriers to the timely prevention, diagnosis, and treatment of HIV in their own communities. The services provided through BHPNS will improve the capacity of community-based and healthcare organizations to provide PrEP and PEP services and linkage to HIV care and treatment for PLWH.

BHPNS include:

- Conducting an in-depth risk assessment every six months with data entered into DHSP's data system;
- 1. Conducting a brief reduction intervention/education at least twice a year or more if necessary;
- 2. Program intake;
- 3. HIV and STD education;
- 4. PrEP and PEP education;

5. Regular and ongoing communications with clients;
6. Assisting clients with obtaining necessary documentation;
7. Assisting clients with medical home relocation;
8. Assisting clients with scheduling medical appointments;
9. Assisting clients with obtaining prescriptions;
10. Medication adherence assistance;
11. Medication management;
12. Conducting case conferencing with relevant clinical and non-clinical staff;
13. Referring and linking to services as necessary;
14. Conducting client chart reviews;
15. Linkage to care for clients testing positive for HIV; and
16. Retention assistance.

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

Note: BHPNS providers must ensure that PrEP services adhere to the Centers for Disease Control and Prevention (CDC) updated guidance and supplement as published in its updated Clinical Practice Guideline for Preexposure Prophylaxis for HIV Prevention and Clinical Providers Supplement. The updated guideline and supplement reflect the latest science and are intended to help physicians effectively prescribe all FDA-approved PrEP medications to patients and increase PrEP use among all people who could benefit.

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:	<p>A. To improve recruitment, linkage, and retention in care for Black/African American and Latino MSM, Black/African American and Latinx cisgender heterosexual women, transgender persons, people who inject drugs, and persons under 30 years of age living with HIV or at high-risk for HIV;</p> <p>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.</p>

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 **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 for administering Contract operations and acting as liaison with the County after the Master Agreement Work Order (MAWO) award.

- 2.4 **County's Project Manager:** Person designated by the County to manage the operations under this MAWO. 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 regardless of their sexual identity.
- 2.6 **Pre-Exposure Prophylaxis (PrEP):** A course of HIV drugs taken by HIV-negative people to prevent HIV infection.
- 2.7 **Post-Exposure prophylaxis (PEP):** A preventative medical treatment started after exposure to HIV in order to prevent infection from occurring.
- 2.8 **Transgender Person:** A person who identifies with or expresses a gender identity that differs from the sex they were assigned at birth

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 Public Health's 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. County must have access to the Contractor's Project Manager during normal working hours as designated in Section 10.0, Days/Hours of Work. Contractor shall provide a telephone number where the Project Manager may be reached on an eight-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 last 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 Section 1.0, Description, and Attachment B-1, Sample Scope of Work for BHPNS, for more detailed duties).

3.3.2.2 Biomedical HIV Prevention Navigator shall have the following minimum credentials: High School Diploma; **AND** a minimum of 12 months of experience providing HIV health education or risk reduction counseling; **OR** a minimum of 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, Subparagraph 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 the MAWO, Attachment I, 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; Implicit Bias; 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, Subparagraph 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 Phone Line/Number:** Additionally, Contractor must maintain a dedicated BHPS client mobile 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 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 phone line voice-mail greeting must be approved by DHSP prior to use.

The dedicated BHPS client mobile 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 Americans 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, CA 90815; and 6335 Myrtle Avenue, Long Beach, CA 90805..

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 systems are 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 systems 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 the MAWO, Attachment J, 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 the MAWO, Attachment J, 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, Sample 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, Subparagraph 8.1, Amendments of the Master Agreement.

6.0 CLINICAL QUALITY MANAGEMENT PROGRAM

Contractor shall implement a Clinical Quality Management (CQM) program pursuant to Title XXVI of the Public Health Service Act, Ryan White HIV/AIDS Program (RWHAP) Parts A - D and the Health Resources and Service

Administration (HRSA) RW/HAP 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 nine (9) 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 CQM 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 CQM 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 (CHI) and HIV Quality Improvement (HIVQUAL) and provides opportunities for sharing information, best practices and networking with local area HIV/AIDS providers.

7.6 CQM Contact: Contractor shall identify a contact for all CQM related activities and issues. This person shall serve as point of contact for CQM related matters, requests, announcements, and other activities.

7.7 Client Feedback Process: The CQM 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 CQM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the CQM 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, Subparagraph 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 WOS: BIOMED-WOS-004

BIOMEDICAL HIV PREVENTION NAVIGATION SERVICES -
CATEGORY 1 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, percentage of priority population clients served, and the percentage of clients enrolled in Biomedical Prevention Navigation Services – must meet or exceed the established threshold for incentives as indicated in the table below.

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

Performance Measure*	Threshold of compliance	Rate of PFP Reimbursement (Percent of PFP Budget)
Number of clients enrolled in PrEP services	85% of Scope of work goal	20%
Number of clients currently not on PrEP starting on PrEP (new clients)	60% of Scope of work goal	20%
Percentage of priority population clients served	80% of Scope of work goal	40%
*****Number of clients retained in sexual health services for six months (documented 2 in-person/telehealth sessions)	70% of Scope of work goal	20%

Priority populations are defined as MSM reporting sex without a condom, MSM reporting meth use, Black and Latinx MSM, Black and Latina cisgender heterosexual women, Youth (13-29 years old), Transgender persons, persons reporting having sex with an HIV-positive partner, person reporting Injection Drug Use

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%. Contractor shall submit a PFP Reimbursement Request with proper backup documentation on a quarterly basis. Reimbursement will be calculated based on the performance measure met by the agency.

PFP Reimbursement will be based on a review of data in DHSP's data management system. 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.

ATTACHMENT A-2

**STATEMENT OF WORK
FOR
CATEGORY 2 – POST-EXPOSURE PROPHYLAXIS (PEP)
SERVICES**

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STATEMENT OF WORK

POST-EXPOSURE PROPHYLAXIS (PEP) SERVICES

1.0 DESCRIPTION

The County of Los Angeles (County), Department of Public Health (Public Health), 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 sero-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, Sample 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.

TABLE 1: PEP SERVICES GOAL AND OBJECTIVES	
PRIMARY GOAL:	<i>Decrease HIV infection and transmission and improve health outcomes through comprehensive Biomedical HIV prevention strategies and services.</i>
PROGRAM OBJECTIVES:	C. To maintain a client's HIV-negative status through the proper administration of PEP. D. To provide PEP medications to individuals within 36 hours (up to 72 hours) of a possible HIV exposure. E. To ensure a client's adherence to a PEP prescription. F. 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 for administering Contract operations and acting as liaison with the County after the Master Agreement Work Order (MAWO) award.

2.4 County's Project Manager: Person designated by the County to manage the operations under this MAWO. 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 regardless of their sexual identity.

2.6 Pre-Exposure Prophylaxis (PrEP): A course of HIV drugs taken by HIV-negative people to prevent HIV infection.

2.7 Post-Exposure prophylaxis (PEP): A preventative medical treatment started after exposure to HIV in order to prevent infection from occurring.

2.8 Post-exposure Prophylaxis Services: Services provided to persons referred for PEP treatment as well as linkage to HIV care and treatment for persons identified with HIV by BHPNS navigators.

2.9 Transgender Person: A person who identifies with or expresses a gender identity that differs from the sex they were assigned at birth.

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 Public Health's 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. County must have access to the Contractor's Project Manager during normal working hours as designated in Section 10.0, Days/Hours of Work. Contractor shall provide a telephone number where the Project Manager may be reached on an eight-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 last 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, Subparagraph 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 the MAWO, Attachment I, Guidelines for Staff Tuberculosis Screening, for each employee, volunteer, subcontractor, and consultant providing direct PEP Services. 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 (QuantiFERON, 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 healthcare 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, Subparagraph 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 Phone Line/Number:** Additionally, Contractor must maintain a dedicated BHPS client mobile 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 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 phone line voice-mail greeting must be approved by DHSP prior to use.

The dedicated BHPS client mobile 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:

- m. Meets Americans with Disabilities Act requirements for accessibility;
- n. Is near public transportation;
- o. Is open during client-friendly hours (e.g., evenings, weekends);

- p. Free parking is available;
- q. All equipment needed is in working order;
- r. Privacy at the front (sign-in area) or reception desk;
- s. Free of graffiti and trash on grounds and in facility;
- t. Designated room for all screening services;
- u. Security provided outside and inside the facility;
- v. Confidential screening, treatment and interview rooms present and available for use;
- w. Clear, distinct outside signage; and
- x. 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, CA 90815; and 6335 Myrtle Avenue, Long Beach, CA 90805.

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 systems are 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 systems 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 the MAWO, Attachment J, 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 the MAWO, Attachment J, 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:

- f. Satisfaction survey tool;
- g. Focus groups with analysis and use of documented results;
- h. Public meeting with analysis and use of documented results;
- i. Visible suggestion box; and/or
- j. 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, Sample 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, Subparagraph 8.1, Amendments of the Master Agreement.

6.0 CLINICAL QUALITY MANAGEMENT PROGRAM

Contractor shall implement a Clinical Quality Management (CQM) program pursuant to Title XXVI of the Public Health Service Act, Ryan White HIV/AIDS Program (RWHAP) Parts A - D and the Health Resources and Service 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 nine (9) 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 CQM 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:

(5) 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.

(6) 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.

(7) Data Analysis – Contractor shall describe its process for review and analysis of performance measure monitoring results at the CQM committee level. This description shall include how and when these findings are communicated with all program staff involved and with senior leadership.

(8) 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 (CHI) and HIV Quality Improvement (HIVQUAL) and provides opportunities for sharing information, best practices and networking with local area HIV/AIDS providers.

7.6 CQM Contact: Contractor shall identify a contact for all CQM related activities and issues. This person shall serve as point of contact for CQM related matters, requests, announcements, and other activities.

7.7 ~~Client Feedback Process:~~ The CQM 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 CQM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the CQM 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:

(3) 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:

(c) 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.

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

(4) The written report shall include the following:

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

(f) Date and nature of event;

(g) Disposition of the case; and

(h) 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, Subparagraph 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

- 11.3 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.
- 11.1 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

Biomedical HIV Prevention Navigation Services (BHPNS)
Term: July 1, 2022, through December 31, 2022
City of Long Beach Department of Health and
Human Services

Objective: Provide BHPNS to 75 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
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 	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"> - Identify clients who are potential PrEP candidates - Monitor risk behaviors of clients - Identify ongoing risk indicators 	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"> - 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.
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, 2022, through December 31, 2022
City of Long Beach Department of Health and Human Services

Objective: Provide BHPNS to 75 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
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 	<p>Documentation in the client's chart must contain a signed and dated PrEP or PEP fact sheet.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
6	Case conference	<ul style="list-style-type: none"> - Discuss special client needs including but not limited to: <ul style="list-style-type: none"> • Adherence • Referrals (e.g. Mental Health and Substance Use) 	<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 which topics were discussed and what steps were taken to meet the client's needs.</p>
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* 	<p>Documentation in the client's chart must clearly indicate which referrals were provided based on the client assessment.</p> <p>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.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
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 	<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 what documentation was obtained.</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, 2022, through December 31, 2022
City of Long Beach Department of Health and Human Services

Objective: Provide BHPNS to 75 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
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 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: July 1, 2022, through December 31, 2022
City of Long Beach Department of Health and Human Services

Objective: Provide BHPNS to 75 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
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, 2022, through December 31, 2022
City of Long Beach Department of Health and
Human Services

Objective: Provide BHPNS to 75 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
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>

SCOPE OF WORK

Biomedical HIV Prevention Navigation Services (BHPNS)
Term: January 1, 2023, through December 31, 2023
City of Long Beach Department of Health and
Human Services

Objective: Provide BHPNS to 150 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
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 	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"> - Identify clients who are potential PrEP candidates - Monitor risk behaviors of clients - Identify ongoing risk indicators 	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"> - 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.
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

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SCOPE OF WORK

Biomedical HIV Prevention Navigation Services (BHPNS)
Term: January 1, 2023, through December 31, 2023
City of Long Beach Department of Health and
Human Services

Objective: Provide BHPNS to 150 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
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 	<p>Documentation in the client's chart must contain a signed and dated PrEP or PEP fact sheet.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
6	Case conference	<ul style="list-style-type: none"> - Discuss special client needs including but not limited to: <ul style="list-style-type: none"> • Adherence • Referrals (e.g. Mental Health and Substance Use) 	<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 which topics were discussed and what steps were taken to meet the client's needs.</p> <p>Documentation in the client's chart must clearly indicate which referrals were provided based on the client assessment.</p>
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* 	<p>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.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
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 	<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 what documentation was obtained.</p>

DHSP BIOMEDICAL HIV PREVENTION SERVICES

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SCOPE OF WORK

Biomedical HIV Prevention Navigation Services (BHPNS)
Term: January 1, 2023, through December 31, 2023
City of Long Beach Department of Health and Human Services

Objective: Provide BHPNS to 150 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
9	Communication with client	<ul style="list-style-type: none"> - 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: <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	<ul style="list-style-type: none"> - Activities include but are not limited to the following: <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 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

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SCOPE OF WORK

Biomedical HIV Prevention Navigation Services (BHPNS)
Term: January 1, 2023, through December 31, 2023
City of Long Beach Department of Health and Human Services

Objective: Provide BHPNS to 150 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
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.

SCOPE OF WORK

Biomedical HIV Prevention Navigation Services (BHPNS)
Term: January 1, 2023, through December 31, 2023
City of Long Beach Department of Health and Human Services

Objective: Provide BHPNS to 150 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
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>

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SCOPE OF WORK

Post-exposure Prophylaxis (PEP) Services Term:
July 1, 2022, through December 31, 2022
City of Long Beach Department of Health and
Human Services

Objective: Provide PEP services to 12 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 other HIV prevention options were discussed.</p> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>

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SCOPE OF WORK

Post-exposure Prophylaxis (PEP) Services Term:
July 1, 2022, through December 31, 2022

City of Long Beach Department of Health and
Human Services

Objective: Provide PEP services to 12 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, 	<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>

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SCOPE OF WORK

Post-exposure Prophylaxis (PEP) Services Term:
July 1, 2022, through December 31, 2022
City of Long Beach Department of Health and
Human Services

Objective: Provide PEP services to 12 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
		<ul style="list-style-type: none"> - pregnancy (if applicable) - PEP education regarding risks and 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 	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 client's chart. 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"> - Include brief visits for STD treatment (after positive screening) if needed between follow-up appointments 	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.

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SCOPE OF WORK

Post-exposure Prophylaxis (PEP) Services Term:
July 1, 2022, through December 31, 2022

City of Long Beach Department of Health and
Human Services

Objective: Provide PEP services to 12 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
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> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
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 - Conduct HIV and STD screening and assess for possible interest in PrEP 	<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>
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 	<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 	<p>Documentation in the client's chart that clearly indicates if the client was referred to another medical provider.</p>

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SCOPE OF WORK

Post-exposure Prophylaxis (PEP) Services Term:
July 1, 2022, through December 31, 2022
City of Long Beach Department of Health and
Human Services

Objective: Provide PEP services to 12 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
		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 - Link client to primary care	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 the client in making the appointment and that appropriate documentation was provided to the client and/or the client's new provider if appropriate. 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.
14	Successful linkage to primary care		

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SCOPE OF WORK

**Post-exposure Prophylaxis (PEP) Services Term:
January 1, 2023, through December 31, 2023
City of Long Beach Department of Health
and Human Services**

Objective: Provide PEP services to 24 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>

DHSP BIOMEDICAL HIV PREVENTION SERVICES

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SCOPE OF WORK

**Post-exposure Prophylaxis (PEP) Services Term:
January 1, 2023, through December 31, 2023
City of Long Beach Department of Health
and Human Services**

Objective: Provide PEP services to 24 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. 	<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>

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SCOPE OF WORK

**Post-exposure Prophylaxis (PEP) Services Term:
January 1, 2023, through December 31, 2023
City of Long Beach Department of Health
and Human Services**

Objective: Provide PEP services to 24 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
		<ul style="list-style-type: none"> - pregnancy (if applicable) PEP education regarding risks and 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 	<p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
7	<p>Conduct initial non-medical visit</p>	<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	<p>Provide STD treatment</p>	<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>

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SCOPE OF WORK

**Post-exposure Prophylaxis (PEP) Services Term:
January 1, 2023, through December 31, 2023
City of Long Beach Department of Health
and Human Services**

Objective: Provide PEP services to 24 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
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> <p>Data elements will be included in report to DHSP collected as part of reporting requirements.</p>
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 - Conduct HIV and STD screening and assess for possible interest in PrEP 	<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>
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 	<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 	<p>Documentation in the client's chart that clearly indicates if the client was referred to another medical provider.</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

**Post-exposure Prophylaxis (PEP) Services Term:
January 1, 2023, through December 31, 2023
City of Long Beach Department of Health
and Human Services**

Objective: Provide PEP services to 24 clients annually

TASK	SERVICE ELEMENTS	IMPLEMENTATION ACTIVITIES	METHOD(S) OF EVALUATION AND DOCUMENTATION
14	Successful linkage to primary care	<ul style="list-style-type: none"> - 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 - Link client to primary care 	<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> <p>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.</p> <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 C

BUDGET (SCHEDULES)

Schedules 1-6

July 1, 2022 through December 31, 2022

Schedule C-1: BHPNS Cost Reimbursement

Schedule C-2: BHPNS Pay-for-Performance

Schedule C-3: PEP Fee-for-Service

January 1, 2023 through December 31, 2023

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
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

BIOMEDICAL HIV PREVENTION SERVICE

BNHPN Cost Reimbursement

(CDC EHE and NDMC Realignment)

	<u>Budget Period</u> July 1, 2022 through <u>December 31, 2022</u>
Salaries	\$ 12,532
Employee Benefits	\$ 8,468
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ 0
TOTAL PROGRAM BUDGET	\$ 21,000

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
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

BIOMEDICAL HIV PREVENTION SERVICES

BHPNS (Pay for Performance)

(CDC EHE and NDMC Realignment)

	<u>Budget Period</u> July 1, 2022 through <u>December 31, 2022</u>	
Salaries	\$	5,373
Employee Benefits	\$	3,627
Travel	\$	0
Equipment	\$	0
Supplies	\$	0
Other	\$	0
Consultants/Subcontracts	\$	0
Indirect Cost*	\$	<u>0</u>
TOTAL PROGRAM BUDGET	\$	9,000

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
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

BIOMEDICAL HIV PREVENTION SERVICES

PEP (Fee for Service)

(CDC EHE and NDMC Realignment)

Budget Period
July 1, 2022
through
December 31, 2022

FEE-FOR-SERVICE TYPE	AMOUNT
* POST-EXPOSURE PROPHYLAXIS (PEP)	\$2,000
Total Maximum Obligation	\$2,000

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

BNHPN Cost Reimbursement

(CDC EHE and NDMC Realignment)

	<u>Budget Period</u> January 1, 2023 through <u>December 31, 2023</u>
Salaries	\$ 25,063
Employee Benefits	\$ 16,937
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ <u>0</u>
TOTAL PROGRAM BUDGET	\$ 42,000

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
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

BIOMEDICAL HIV PREVENTION SERVICES

BHPNS (Pay for Performance)

(CDC EHE and NDMC Realignment)

	<u>Budget Period</u> January 1, 2023 through <u>December 31, 2023</u>
Salaries	\$ 10,744
Employee Benefits	\$ 7,256
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	\$ <u>0</u>
TOTAL PROGRAM BUDGET	\$ 18,000

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)

(CDC EHE and NDMC Realignment)

Budget Period
January 1, 2023
through
December 31, 2023

FEE-FOR-SERVICE TYPE	AMOUNT
* POST-EXPOSURE PROPHYLAXIS (PEP)	\$4,000
Total Maximum Obligation	\$4,000

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 element.

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:	W3	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.

Thomas J. Modica
Signature of Authorized Official

Thomas Modica
Printed Name of Authorized Official

City Manager
Title of Authorized Official

8-15-2022
Date

APPROVED AS TO FORM

_____, 20____
CHARLES PARKIN, City Attorney

By Taylor M. Anderson
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. W3 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. Luciano Dumonde
- 2. _____
- 3. _____
- 4. _____

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

Linda J. Jabum
Signature of Authorized Official

EXECUTED PURSUANT
~~TO SECTION 301 OF~~
THE CITY CHARTER.

Thomas Modica
Printed Name of Authorized Official

City Manager
Title of Authorized Official

8-15-2022
Date

APPROVED AS TO FORM
August 10, 2022
CHARLES PARKIN, City Attorney

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

**BIOMEDICAL HIV PREVENTION SERVICES
MASTER AGREEMENT WORK ORDER**

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO.: PH-003082 WORK ORDER NO.: 3

COUNTY MASTER AGREEMENT PROJECT DIRECTOR:

Name:	Lisa Delgadillo
Title:	Section Head, Dept. of Public Health, Contracts and Grants
Address:	5555 Ferguson Dr. Commerce, CA 90022
Telephone:	(323) 914-7479
Fax:	
E-mail Address	ldelgadillo@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
Fax:	(213) 240-8626
E-mail Address	

COUNTY WORK ORDER DIRECTOR:

Name:	Mario J. Perez
Title:	Director, Division of HIV and STD Programs (DHSP)
Address:	6000 S. Commonwealth Avenue, 10 th Floor Los Angeles, CA 90005
Telephone:	(213) 351-8001
Fax:	(213) 387-0912
E-mail Address	dhspdiretor@ph.lacounty.gov

COUNTY PROJECT MANAGER:

Name:	Paulina Zamudio
Title:	Head Contract Program Auditor, Division of HIV and STD Programs
Address:	6000 S. Commonwealth Avenue, 10 th Floor Los Angeles, CA 90005
Telephone:	(213) 351-8059
Fax:	(213) 738-6566
E-mail Address	pzamudio@ph.lacounty.gov

**BIOMEDICAL HIV PREVENTION SERVICES
MASTER AGREEMENT WORK ORDER**

CONTRACTOR'S ADMINISTRATION

CONTRACTOR NAME.: City of Long Beach
MASTER AGREEMENT NO.: PH-003082 **WORK ORDER NO.:** W3

CONTRACTOR'S PROJECT DIRECTOR:

Name:	Marina Ohlson-Smorick
Title:	HIV Care & Prevention Director
Address:	2525 Grand Ave, Long Beach, CA 90815
Telephone:	(562) 570-4249
Fax:	
E-mail Address	Marina.Ohlson-Smorick@longbeach.gov

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name:	Thomas Modica
Title:	City Manager
Address:	411 W. Ocean Blvd, Long Beach, CA 90802
Telephone:	(576) 570-5091
Fax:	
E-mail Address	Tom.Modica@longbeach.gov

Name:	Linda Tatum
Title:	Assistant City Manager
Address:	411 W. Ocean Blvd, Long Beach, CA 90802
Telephone:	(576) 570-6916
Fax:	
E-mail Address	Linda.Tatum@longbeach.gov

NOTICES TO CONTRACTOR WILL BE SENT TO THE FOLLOWING:

Name:	Sarady Kong
Title:	Clinical Finance/Grants Manager
Address:	2525 Grand Ave, Long Beach, CA 90815
Telephone:	(562) 570-4341
Fax:	
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. W3

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: *Thomas Modica* DATE: 8/15/2022

PRINTED NAME: Thomas Modica

POSITION: City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

APPROVED AS TO FORM

August 10, 2022
CHARLES PARKIN City Attorney

Biomedical HIV Prevention Services
Attachment H1

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

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: Luciano Dumonde

Work Order No. 3

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, 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

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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.

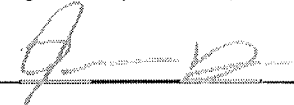
I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, 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: 8/16/2022

PRINTED NAME: Luciano Dumonde

POSITION: Health Educator II

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY

CONFIDENTIAL

(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: Thomas Modica

Work Order No. W3 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.

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

Biomedical HIV Prevention Services
BIOMED-WOS-004
Sample MAWO – Attachment H3

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

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: *Thomas J. Modica*

DATE: 8 / 15 / 2022

PRINTED NAME: Thomas Modica

POSITION: City Manager EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
August 10, 2022
CHARLES PARKIN, City Attorney
By *Taylor M. Anderson*
**TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY**

~~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

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

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

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

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

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

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

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

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health

Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

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

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

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

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

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

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

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

- ~~restrictions, conditions, and requirements that apply to Business Associate with respect to such information.~~
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
 - 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
 - 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
 - 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
 - 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
 - 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
 - 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

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

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

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

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

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

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

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

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

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

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

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

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

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

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

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

11. AVAILABILITY OF RECORDS

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

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

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

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

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

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

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

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

~~13.3~~ Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

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

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

15. OBLIGATIONS OF COVERED ENTITY

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

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

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

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

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

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

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

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

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

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

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

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

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

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

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

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

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose

on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

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

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

COVID-19 CONTRACTOR NOTIFICATION & CERTIFICATION

Released March 13, 2022 Version 2.0

(Already on file)

Certification of Compliance

The purpose of this Certification of Compliance is to permit the County to oversee, monitor, confirm, and audit Contractor's compliance with Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) (the "Ordinance"). Contractor shall submit the information requested in this Certification of Compliance in accordance with Sections 2.212.060 and 2.212.090(A) of the Ordinance.

I, * _____, on behalf of * _____, (the "Subrecipient"), certify that on County Contract Select One _____

All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.
 Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name