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AMENDMENT NUMBER: 3

June 2, 2016

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

Dear Ms. Colopy:

SUBJECT: CHANGE NOTICE TO CONTRACT NUMBER PH-002425 WITH CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

On November 20, 2012, City of Long Beach, Department of Health & Human Services entered into contract number PH-002425 with the County of Los Angeles Department of Public Health (DPH) for the provision of HIV/AIDS Ambulatory Outpatient Medical Services.

The Interim Director of DPH authorizes the revisions to Exhibit A.1, Paragraph 3, Subparagraph A(3), PERSONS TO BE SERVED; Exhibit A.1, Paragraph 5, COMPENSATION; Exhibit A.1, Paragraph 9, SERVICES TO BE PROVIDED; Exhibit A, Paragraph 11, MEDICAL CARE COORDINATION, and Service Delivery Questionnaire Tables 3, to reflect corrections of errors in the Contract's terms and conditions. In addition, this Change Notice reflects the fee-forservice rate change to Schedules 13 and 17, which have been replaced by Schedules 13.1. 13.2, and 17.1 as outlined in the attached, effective on the date of execution.

These Contract changes are permitted by Paragraph 7. ALTERATION OF TERMS/AMENDMENTS, Subparagraph 7.D, which states:

> "7.D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each schedule, as reflected in Exhibit C, up to an adjustment between all budget categories, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation. changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract."

City of Long Beach, Department of Health & Human Services June 2, 2016 Page 2

Upon execution and return by City of Long Beach, Department of Health & Human Services of three (3) originals of this Change Notice, it will be signed by the Director of the Division of HIV and STD Programs (DHSP) and incorporated into Contract Number PH-002425. All other terms and conditions of the Contract remain unchanged and in full effect.

This Change Notice format has been approved by County Counsel.

If you have any questions, please contact Monique Collins, DHSP Contract Administration, at (213) 351-1115.

NOTED AND APPROVED BY:

DEPARTMENT OF PUBLIC HEALTH

Ву Mario J. Pérez, Dilector

Division of HIV and STD Programs

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

Assistant City Manager

Signature

EXECUTED PURSUANT Patrick H. West TO SECTION 301 OF THE CITY CHARTER.

Print Name City Manager

(Affix Corporate Seal)

MJP:kw

Attachment

APPROVED AS TO FORM

,2016 CHARLES PARKIN, City Attorney

CITY ATTORNEY

AMENDMENT NUMBER: 3

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES

HIV/AIDS AMBULATORY OUTPATIENT MEDICAL SERVICES

CONTRACT NUMBER PH-002425

CURRENT CONTRACT LANGUAGE	REVISED CONTRACT LANGUAGE
Exhibit A.1, Paragraph 3, Subparagraph A(3), PERSONS TO BE SERVED	Exhibit A.1, Paragraph 3, Subparagraph A(3), PERSONS TO BE SERVED
"3. PERSONS TO BE SERVED:	"3. <u>PERSONS TO BE SERVED</u> :
A. (3) has income at or below four hundred percent (400%) of the Federal poverty level; AND"	A. (3) has income at or below five hundred percent (500%) of the Federal poverty level; AND"
Exhibit A.1, Paragraph 5, COMPENSATION	Exhibit A.1, Paragraph 5, COMPENSATION
"5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Exhibit C, Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20, and the INVOICES AND PAYMENT Paragraph of the Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."	"5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Exhibit C, Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13.1, 13.2, 14, 15, 16, 17.1, 18, 19, and 20, and the INVOICES AND PAYMENT Paragraph of the Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."
Exhibit A.1, Paragraph 9, <u>SERVICES TO BE PROVIDED</u>	Exhibit A.1, Paragraph 9, <u>SERVICES TO BE</u> PROVIDED
"9. <u>SERVICES TO BE PROVIDED</u> :	"9. <u>SERVICES TO BE PROVIDED</u> :
E. Contractor shall provide the following services:	E. Contractor shall provide the following services:
(4) Contractor shall provide a maximum of five hundred twenty-eight (528) HIV/AIDS ambulatory outpatient medical visits during the period March 1, 2015 through February 29, 2016.	(4) Contractor shall provide a maximum of one hundred seven (107) HIV/AIDS ambulatory outpatient medical visits during the period March 1, 2015 through June 30, 2015.

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

Contractor shall provide a maximum of three hundred seventy (370) HIV/AIDS ambulatory outpatient medical visits during the period July 1, 2015 through February 29, 2016.

(5) Contractor shall provide a maximum of four hundred sixty-four (464) HIV/AIDS ambulatory outpatient medical visits during the period March 1, 2016 through February 28, 2017."

Exhibit A, Paragraph 11, <u>MEDICAL CARE</u> COORDINATION

"11. MEDICAL CARE COORDINATION:

F. The medical provider will work in collaboration with the Los Angeles County HIV/STD Partner Services Program to refer HIV-positive patients with high-risk behavior(s) and newly diagnosed STDs for partner elicitation and testing through the Partner Services Program."

Exhibit A, Paragraph 11, <u>MEDICAL CARE</u> COORDINATION

"11. MEDICAL CARE COORDINATION:

F. Partner Services: Partner Services (PS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on client's need.

Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

- (1) Services to be provided: During each term of this Agreement, trained program staff shall conduct the following:
 - (a) Conduct partner elicitation services with each patient with an HIV-positive diagnosis. If partner information is collected, and/or, partners are tested for HIV, send information to DHSP.
 - (b) Inform client of the importance and benefits of partner services.
 - (c) Inform client that representatives of the Public health

Department will contact them to follow up on diagnosis, partner elicitation and linkage to care.

- (d) Link to HIV medical care within 72 hours, and other care and prevention services, as necessary, at least eighty-five percent (85%) of diagnosed persons living with HIV.
- (e) Program staff, who shall include, but not be limited to:
 Certified HIV Counselors; Partner Service counselors;
 Comprehensive Risk Counseling and Service staff; Health
 Educators; Case Managers;
 Disease Investigation Specialist
 (DIS) or Public Health Investigators (PHI), shall interview the index clients to begin the PS process.
 Prior to the interview or counseling session, the program staff shall review all available materials related to the index client's case.
- (f) Program staff adhere to Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations throughout the preinterview analysis."

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

TABLE 3-REVISED *

March 1, 2015 through June 30, 2015

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

Service Sites	Medical Visits
Site #1 2525 Grand Avenue	107
Site #2	0
Site #3	0
TOTAL	107

^{*} Figures are based on a 4-month period.

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

TABLE 3-REVISED*

July 1, 2015 through February 29, 2016

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

Service Sites	Medical Visits
Site #1 2525 Grand Avenue	370
Site # 2	0
Site #3	0
TOTAL	370

^{*} Figures are based on an 8-month period.

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

TABLE 3-REVISED

March 1, 2016 through February 28, 2017

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

Service Sites	Medical Visits
Site #1 2525 Grand Avenue	464
Site #2	0
Site #3	0
TOTAL	464

SCHEDULE 13.1

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL FEE-FOR-SERVICE

Budget Period March 1, 2015 Through June 30, 2015

FEE FOR SERVICE CALCULATION	
	AMOUNT
Total Maximum Obligation	\$35,323
Projected Number of Units of Service	107
Rate per Unit of Service	\$330.12

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

SCHEDULE 13.2

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL FEE-FOR-SERVICE

Budget Period July 1, 2015 Through February 29, 2016

FEE FOR SERVICE CALCULATION	
,	AMOUNT
Total Maximum Obligation	\$138,980
Projected Number of Units of Service	370
Rate per Unit of Service	\$375.40

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

SCHEDULE 17.1

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL FEE-FOR-SERVICE

Budget Period March 1, 2016 Through February 28, 2017

FEE FOR SERVICE CALCULATION	
	AMOUNT
Total Maximum Obligation	\$174,303
Projected Number of Units of Service	464
Rate per Unit of Service	\$375.40

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