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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 August 14, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

August 14, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE A SOLE SOURCE AGREEMENT WITH CHARLES DREW
UNIVERSITY OF MEDICINE AND SCIENCE FOR THE PROVISION OF NON-OCCUPATIONAL
HIV POST-EXPOSURE PROPHYLAXIS SERVICES EFFECTIVE UPON DATE OF BOARD
APPROVAL THROUGH FEBRUARY 28, 2013
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute a sole source agreement with Charles Drew University of Medicine and Science for the provision of non-occupational HIV post-exposure prophylaxis services to individuals in Los Angeles County who have had a high risk exposure to HIV within the previous 72 hours.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute a sole source agreement with Charles Drew University of Medicine and Science (CDU), substantially similar to Exhibit I, to provide non-occupational HIV post-exposure prophylaxis (nPEP) services, effective upon date of Board approval through February 28, 2013, for a total maximum obligation of \$60,252, 100 percent offset by the Centers for Disease Control and Prevention (CDC) Enhanced Comprehensive HIV Prevention Planning (ECHPP) funds.
2. Delegate authority to the Director of DPH, or his designee, to execute amendments to the CDU agreement that extend the term through February 28, 2014, at an annual maximum obligation of \$90,378; allow for the rollover of unspent funds; adjust the term of the agreement through August 31, 2014; and/or provide an increase or a decrease in funding up to 25 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable agreement term, subject to review and approval by County Counsel, and notification

to your Board and the Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to execute a sole source agreement with CDU to provide nPEP services including antiretroviral therapy and other appropriate HIV treatment to individuals who have had a high risk exposure to HIV to stem the incidence of HIV infections within Los Angeles County (County).

Approval of Recommendation 2 will allow DPH to execute amendments to extend and/or adjust the term of the agreement; rollover unspent funds; and/or increase or decrease funding up to 25 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable agreement term. This recommended action will enable DPH to amend agreements to adjust the term for a period of up to six months beyond the initial expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Recommendation 2 will also enable DPH to amend the agreement to allow for the provision of additional units of funded services that are above the service level identified in the proposed agreement's scope of work and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed agreement, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

DPH proposes to provide nPEP services in the county to potentially minimize new HIV infections among high-risk communities using an innovative biomedical prevention/ treatment intervention. The nPEP intervention is a clinically-based service that provides a comprehensive set of treatment and prevention services to individuals who have had a non occupational exposure to HIV and who present for treatment services within 72 hours of that exposure in an effort to avert HIV infection. Treatment services include a month-long provision of antiretroviral medications, therapeutic adherence counseling, and behavioral risk reduction prevention interventions. Eligible patients must meet standardized criteria to receive nPEP services. nPEP can only be initiated by HIV clinical staff within a clinic setting. Clinical evaluation, antiretroviral therapy, and other appropriate HIV treatment monitoring is also conducted for these patients.

In 2008, the County formed an nPEP workgroup comprised of members of the Los Angeles County HIV Prevention Planning Committee; Los Angeles County Commission on HIV; DPH; University of California, Los Angeles; California Office of AIDS; and four community-based providers. The purpose of the workgroup was to develop a protocol and implementation plan at demonstration sites within high burden areas in the county that serve a diverse population at increased risk for HIV infection, predominantly men who have sex with men. The selected demonstration sites participated in a clinical study to demonstrate the feasibility of delivering nPEP services. Based on the criteria outlined above, two demonstration sites were chosen: the Department of Health Services (DHS) OASIS Clinic, in collaboration with CDU and the Los Angeles Gay and Lesbian Center (LAGLC).

The nPEP demonstration project proved to be a success in providing safe delivery of services and demonstrated clinic and provider feasibility of service delivery. During the trial, a critical component of the nPEP intervention at the OASIS Clinic was the collaboration with CDU staff who had expertise in: conducting biomedical research; providing high quality HIV medical and prevention services; and serving the target communities within Service Planning Area (SPA) 6. The 2010 STD surveillance data show that communities within SPA 6 are at high risk for syphilis, gonorrhea, and chlamydia, which are all significantly associated with HIV transmission. CDU staff also provided recruitment and enrollment expertise and coordination of nPEP service delivery. The proximity of the CDU staff to the OASIS Clinic proved paramount to the successful delivery of nPEP services, as the CDU campus facilities are located directly across the street from the OASIS Clinic site. The CDU also provides the staffing expertise needed to ensure that the nPEP program is conducted with safety and fidelity.

As a result of the project's success, DPH developed a plan to provide nPEP services across the County. On January 10, 2012, your Board approved an agreement with LAGLC to provide nPEP services. In addition, the OASIS Clinic is providing nPEP services through a Memorandum of Understanding with DPH. Upon approval of the recommended actions, nPEP services will be offered at the high morbidity HIV/STD health clinics at CDU and will be available to all County residents who meet the eligibility criteria.

The primary implementation obstacle for the OASIS Clinic and CDU is that the target population is a hard-to-reach community, making comparable outcomes analyses difficult with other sites where awareness and acceptability of the nPEP intervention is more saturated. Additionally, the community is severely impacted by the stigma of HIV, which makes it difficult to target services. The CDU will engage in outreach and social network testing strategies to help increase the number of eligible patients who are aware of nPEP as a mechanism to penetrate hard-to-reach networks of the highest risk populations.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation for the CDU agreement, effective upon date of Board approval through February 28, 2013, is \$60,252, 100 percent offset by CDC ECHPP funds.

Funding is included in DPH's fiscal year (FY) 2012-13 Recommended Budget and will be requested in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In April 2011, the CDC released Funding Opportunity Announcement Number PS 11-1117 for ECHPP Phase II. On May 23, 2011, DPH submitted its application for ECHPP Phase II. On September 24, 2011, DPH received an award in the amount of \$2,566,656 for the period of September 30, 2011 through September 29, 2012 for the implementation of ECHPP Phase II. The CDC has mandated that all jurisdictions receiving ECHPP funding implement all 14 of the required interventions listed in the program guidance, including the provision of nPEP services to populations at-risk. Some examples of the required interventions include: routine testing in clinical and non clinical settings, condom distribution to prioritized targeted HIV-positive persons, STD screening,

partner services, linkage to medical care, and interventions promoting adherence to antiretroviral medications.

As required under Board Policy 5.120 and Board Policy 5.100, your Board was notified on June 20, 2012 of DPH's request to increase or decrease funding up to 25 percent above or below the annual base maximum obligation and DPH's intent to enter into negotiations for Board-approved sole source contracts in excess of \$250,000.

County Counsel has approved Exhibit I as to use. Attachment A is the signed Sole Source Checklist.

CONTRACTING PROCESS

CDU is recommended for this sole source agreement because of its partnership with the OASIS Clinic, which is critical in successfully implementing the nPEP clinical study and in testing the feasibility of delivering this complex intervention safely and effectively in a community-based clinic setting to populations at highest risk for HIV acquisition in the county. CDU has the clinical expertise and an established and successful partnership with the OASIS Clinic to ensure that all of the components of the nPEP program are successfully implemented. CDU has access to some of the highest-risk populations in the County for HIV acquisitions, and has demonstrated successful engagement and treatment during the study.

CDU is a medical college located within SPA 6 that has extensive experience providing culturally sensitive prevention and clinical care to those hard-to-reach populations within SPA 6 who are at risk for HIV infection. CDU has partnered with the OASIS Clinic to serve those high-risk populations disproportionately impacted by HIV and other STDs.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to execute an agreement with CDU for the provision of nPEP services to interrupt the transmission of HIV for people who have had a non-occupational exposure to HIV within the previous 72 hours.

The Honorable Board of Supervisors

8/14/2012

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jonathan E. Fielding". The signature is written in a cursive style with a large initial "J".

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:MJP:jl

#02289

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
NON-OCCUPATIONAL HUMAN IMMUNODEFICIENCY VIRUS (HIV)
POST-EXPOSURE PROPHYLAXIS SERVICES AGREEMENT**

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**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
NON-OCCUPATIONAL HUMAN IMMUNODEFICIENCY VIRUS (HIV)
POST-EXPOSURE PROPHYLAXIS SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day
of _____, 2012.

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

CHARLES DREW UNIVERSITY OF
MEDICINE AND SCIENCE (hereafter
"Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's
Board of Supervisors to appoint a County Health Officer, who is also the Director of
County's Department of Public Health, to prevent the spread or occurrence of
contagious, infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, County has established Division of HIV and STD Programs
(hereafter "DHSP") under the administrative direction of County's Department of Public
Health (hereafter "DPH"); and

WHEREAS, County's DHSP is responsible for County's AIDS programs and
services; and

WHEREAS, the term "Director" as used herein refers to County's Director of DPH
or his/her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any Federal program whereby Federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the Center of Disease Control and Prevention, Enhanced Comprehensive HIV Prevention Planning (hereafter "CDC-ECHPP"), Catalog of Federal Domestic Assistance Number 93.523; and

WHEREAS, Contractor agrees to abide by the requirements of the funding source and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide non-occupational HIV post-exposure prophylaxis (nPEP) services for compensation, as set forth herein; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence Date of Board Approval and continue in full force and effect through February 28, 2013.

The Agreement has been authorized for one (1) contract term with a one (1) year optional renewal through February 28, 2014. The renewal option will be at the sole discretion of the Director of Public Health or his designee. Continued funding beyond the initial term will be dependent upon Contractor performance and the availability of funding.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party. Further, County may also suspend the performance of services hereunder, in whole or in part, and with or without cause, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide the services described in Exhibit(s) and Schedule(s), and all attachments to those exhibits, attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

3. NONEXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period of Date of Board Approval through February 28, 2013, the maximum obligation of County for nPEP services provided hereunder shall not exceed Sixty Thousand, Two Hundred Fifty-Two Dollars (\$60,252).

Such maximum obligation is comprised entirely of CDC-ECHPP funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedule 1, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. BILLING AND PAYMENT: Where applicable, County shall compensate Contractor services hereunder on a fee for service, cost reimbursement and/or modified cost reimbursement at the set fee-for-service rate(s), actual reimbursable net costs

and/or any combination thereof incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the benefit specialty services actual reimbursable net cost schedule attached hereto.

(1) Payment for all services provided hereunder shall not exceed the aggregate maximum monthly payment set out in the schedule for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule(s) for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted pursuant to the BILLING AND PAYMENT Paragraph of this Agreement. To the extent that there have been lesser payments for services under this Agreement, the resultant savings may be used to pay for prior or future

monthly billings for services in excess of the maximum monthly payment in County's sole discretion.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedule(s) hereto, Contractor, if requested by County, State, or federal representatives must be able to produce proof of actual costs incurred in the provision of units of services hereunder.

(4) If the actual costs are less than the fee-for-service rate(s) set out in the schedule(s), Contractor shall be reimbursed for actual costs

B. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this BILLING AND PAYMENT Paragraph, an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual costs for a unit service provided hereunder are less than the County's payment than those units of service, then Contractor shall repay County the difference immediately upon request or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.

C. The parties acknowledge that County is the payor of last resort for services provided hereunder. Accordingly, in no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

D. In no event shall County be required to pay Contractor for units of services and/ or reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

E. In no event shall County be required to pay Contractor for units of services that are not supported by actual costs.

F. In the event that Contractor's actual cost for a unit of service are less than fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual costs only.

G. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

H. Travel shall be budgeted and expensed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

I. Withholding Payment:

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

invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

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

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

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

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

J. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

K. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least ninety (90) days at any point during the term of the contract in this Agreement.

L. Funds received under the CDC-ECHPP will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

M. Contractor Expenditure Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditures reductions, Contractor agrees that Director may cancel this Agreement, with or without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, ALTERATION OF TERMS of this Agreement, Director, may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

N. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

O. Clients/Patients: In the event of termination or suspension of this Agreement, Contractor shall:

(1) If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director before any transfer or referral is completed, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

(2) Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those

associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

(3) Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

P. Provide County's DHSP within thirty (30) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder

Q. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to DHSP, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement,

lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and

the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, County may increase or decrease the funding or reallocate funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, up to twenty-five percent (25%) above or below each term's annual base maximum obligation and make corresponding service adjustments, as necessary, based on the following: (1) if additional monies are available from federal, State, or County funding sources; (2) if a reduction of monies occur from federal, State, or County funding sources; and/or (3) if County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source, following the provision of written notice from Director, or his/her designee, to Contractor. Reallocation of funds in excess of the aforementioned amount shall be approved by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds to an Exhibit, Schedule, and/or Budget category in this Agreement shall be effectuated by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

8. BUDGET REDUCTIONS: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to

County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provisions of this Agreement, County shall not be obligated by any activity or services performed hereunder, or by any provisions of this Agreement, during any of County's fiscal year (July 1 – June 30) unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date. If for any reason funding to this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.

10. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor acknowledges that no services shall be provided beyond the expiration date of this Agreement even if such

services were requested by County. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

11. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and 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, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 12 and 13 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required

Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other

insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be delivered to:

County of Los Angeles, Department of Public Health
Contract Monitoring Division
5555 Ferguson Drive, Suite 210
City of Commerce, California 90022

Attention: Division Chief

County of Los Angeles, Department of Public Health
Division of HIV and STD Programs
600 South Commonwealth Avenue, 10th Floor
Los Angeles, California 90005

Attention: Contract Administration Division, Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on county property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit files against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Insurance coverage shall be placed with insurers acceptable to the County with an A.M. Best rating of not less than A: VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims relates to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this

Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Subcontractors Insurance Coverage Requirements: Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination, or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability: Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

| | |
|--|-------------|
| General Aggregate: | \$2 Million |
| Products/Completed operations Aggregate: | \$1 Million |
| Personal and Advertising Injury: | \$1 Million |
| Each Occurrence: | \$1 Million |

Such coverage also shall cover liability arising from any actual or alleged infringement of any patent or copyright, or other property rights of any third party. The policy also shall be endorsed to provide media liability coverage for claims arising out of Contractor's placement of print and audiovisual media. Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. Automobile Liability: Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is an employee leasing or

temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

| | |
|-------------------------|-------------|
| Each Accident: | \$1 Million |
| Disease – Policy Limit: | \$1 Million |
| Disease – Each Employee | \$1 Million |

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 Million per claim and \$3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

E. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report

to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

14. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract,

delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

15. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must be approved in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor, who shall be licensed as appropriate for provision of subcontract services, and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontractor.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirements under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

E. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

F. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or

responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

G. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS, and ALTERATION OF TERMS paragraphs of the body of this Agreement, and all of the provisions of the ADDITIONAL PROVISIONS attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

H. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

16. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement..

B. Contractor shall indemnify, defend, and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

17. COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

18. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

19. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

20. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement (including its ADDITIONAL PROVISIONS), and that of any of any Exhibit(s), Attachment(s), Schedule(s) and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

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

22. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines),

State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

- A. Identify leadership and accountability of the medical director or executive director of the program;
- B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;
- C. Focus on linkages to care and support services;
- D. Track client perception of their health and effectiveness of the service received;
- E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

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

- A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.
- B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at

minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

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

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three (3) clinical and/or performance indicators, two (2) of which shall be selected from a list of DHSP approved QM indicators. (Attachment 2). Contractor may select other aspects of care or treatment as its third clinical/performance indicator or select from the DHSP approved list of QM indicators. An updated QM indicator list will be available from DHSP.

(a) Percent of patients reporting progress toward resolving the problems that caused them to seek or be referred to psychiatric treatment;

(b) Percent of patients with an improvement in GAF score over the course of their treatment;

(c) Percent of patients reporting a reduction in transmission risk behaviors;

(d) Percent of patients who keep their mental health appointments;

(e) Percent of patients who report satisfaction with mental health services they receive.

In addition, the agency can measure other aspects of care and services as needed.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys, etc.), and implement data collection tools for measuring clinical/performance indicators and/or other aspects of care. Sampling shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less.

(3) Data Analysis – Contractor shall routinely review and analyze clinical/performance indicator monitoring results at the QM committee. The findings of the data analyses shall be communicated with all program staff involved.

(4) Improvement Strategies - QM committee shall identify improvement strategies to be implemented, track progress of improvement efforts, and aim to sustain achieved improvements.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback shall include the degree to which the service meets client needs and satisfaction. Client

input shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee annually for continuous program improvement.

F. 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 tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care issues identified. The information shall be made available to DHSP staff during program reviews.

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

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

(a) Any unusual incident and 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 serious injury.

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

(2) In addition, a written report containing the information specified shall be submitted to appropriate agency and DHSP immediately following the occurrence of such event. Information provided shall include the following:

- (a) Client's name, age, and sex;
- (b) Date and nature of event;
- (c) Disposition of the case;
- (d) Staffing pattern at the time of the incident.

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

- A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);
- B. Implementation of QM Program;
- C. Client Feedback Process;
- D. Client Grievance Process;
- E. Incident Reporting;

25. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at: 1731 East 120th Street, Los Angeles, California 90059. Contractor's primary

business telephone number is (323) 563-5985 and facsimile/FAX number (323) 563-5987. Contractor shall notify in writing County's DHSP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's DHSP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

26. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County: 1. Department of Public Health
Division of HIV and STD Programs
600 South Commonwealth Avenue
10th Floor
Los Angeles, California 90005

Attention: Director

2. Department of Public Health
Contracts and Grants Division
313 North Figueroa Street
6th Floor West
Los Angeles, California 90012

Attention: Chief

To Contractor: Charles R. Drew University of Medicine and
Science
1731 East 120th Street
Los Angeles, California 90059

Attention: David Carlisle, M.D., President

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

COUNTY OF LOS ANGELES

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

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

BL#02289;jlm

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
NON-OCCUPATIONAL HUMAN IMMUNODEFICIENCY VIRUS (HIV)
POST-EXPOSURE PROPHYLAXIS SERVICES EXHIBIT**

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EXHIBIT A

CHARLES DREW UNIVERSITY OF MEDICINE AND SCIENCE

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
NON-OCCUPATIONAL HUMAN IMMUNODEFICIENCY VIRUS (HIV)
POST-EXPOSURE PROPHYLAXIS SERVICES**

1. DESCRIPTION: The County of Los Angeles Non-Occupational HIV Post-Exposure Prophylaxis (nPEP) Program is an effort to provide an evidence-based, biomedical intervention as a component of a comprehensive package of HIV prevention services. Non-occupational HIV PEP after sexual exposure to HIV is recommended by the Centers for Disease Control and Prevention (see <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5402a1.htm>) and the California State Office of AIDS.

A. The Charles Drew University of Medicine and Science, Sexual Health Program (hereto referred as the "Contractor") will serve as a clinical site where clients will present for and receive nPEP services. CDC's guidelines recommend nPEP services must begin within seventy-two (72)-hours post-exposure and the period of treatment with antiretroviral medications to be no less than twenty-eight (28) days to be considered efficacious.

B. Eligible clients will be subject to treatment activities such as clinical and laboratory evaluations; screenings for HIV and other Sexually Transmitted Diseases (STD); treatment adherence counseling; and HIV

counseling and risk-reduction. Appropriate referral services for intensive risk reduction counseling and other referral services will be provided free of charge and on a confidential or anonymous basis.

C. Clinicians should evaluate risks and benefits of nPEP on a case by case basis. For clients with exposure history that represent no substantial risk for HIV transmission or who seek care for more than seventy-two (72) hours after exposure, the U.S. Department of Health and Human Services (DHHS) does not recommend use of HIV nPEP.

2. PERSONS TO BE SERVED: Non-Occupational PEP services are targeted for delivery to HIV negative individuals who have had a high risk exposure to HIV. For more specific guidelines on who is eligible for HIV nPEP, refer to the Treatment Protocol Manual of Procedures, Attachment I.

3. SERVICE DELIVERY SITE: Contractor's facility where the nPEP services will be provided is located at: Martin Luther King OASIS Clinic, 1807 E. 120th Street, Los Angeles, CA 90059.

4. COUNTY'S MAXIMUM OBLIGATION:

A. During the period Date of Board Approval through February 28, 2013, the portion of County's maximum obligation allocated under this Exhibit for Non-Occupational HIV PEP (nPEP) services shall not exceed Sixty Thousand, Two Hundred Fifty-Two Dollars (\$60,252).

5. COMPENSATION: County agrees to compensate the Contractor for performing services applicable to the Non-Occupational HIV PEP program as set forth in Schedule 1. Payment for services provided hereunder shall be subject to the

provisions set forth in the BILLING AND PAYMENT Paragraph in this Agreement.

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

6. SERVICES TO BE PROVIDED: During the term of this Agreement, the Contractor shall provide services in compliance with the Treatment Protocol Manual, and delivery with fidelity the major program components. As a Non-Occupational PEP service delivery site, the Contractor and their designated staff shall fulfill the following services and delivery activities:

A. Participate with any in-service trainings including use of the Treatment Protocol Manual, and any other implementation components;

B. Focus on outreach efforts to HIV-negative clients who have had a high risk exposure to HIV. An outreach plan and all materials used for outreach activities and client education shall be approved by the Division of HIV and STD Programs (DHSP) sixty (60) days prior to use;

C. Conduct eligibility screenings to ensure that Non-Occupational PEP services are delivered to residents of Los Angeles County who are HIV-negative and who have had a high risk exposure to HIV and meet the program's inclusion criteria;

D. Provide Non-Occupational PEP services to a minimum of fifty (50) clients following a treatment plan outlined in the Treatment Protocol Manual of Procedures;

E. Dispense and be accountable for Non-Occupational PEP antiretroviral medications consistent with the Treatment Protocol Manual of Procedures;

F. Provide clinical and laboratory evaluations consistent with the Treatment Protocol Manual of Procedures;

G. Provide Non-Occupational PEP medication adherence assessment and counseling consistent with the Treatment Protocol Manual of Procedures;

H. Provide HIV risk assessment and risk reduction counseling consistent with the Treatment Protocol Manual of Procedures; and

I. Maintain appropriate documentation, utilizing program case report forms and by laboratory testing results, and consistent with the Treatment Protocol Manual of Procedures to support delivery of services, program evaluations, and data collection.

The Non-Occupational PEP Manual of Procedures may be updated as necessary to ensure that the Non-Occupational PEP program is in compliance with State and Federal Guidelines as they relate to Non-Occupational PEP and/or to incorporate findings from ongoing program evaluations.

County reserves the right to add or delete specific tasks throughout the term of this Contract. Contractor shall be notified of any additions, deletions or changes. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Contract.

7. CLIENT/PATIENT FEE SYSTEM: Contractor shall comply with provisions of Section 2605 (e) of Title 26 (Ryan White Program) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Agreement as Exhibit B.

Contractor shall be responsible for developing and implementing a client/patient fee system. This fee system shall be submitted to DHSP within thirty (30) days of the execution of this Agreement for review and approval. Such system shall include, but not be limited to, the following components: (A) procedures and forms used in financial screening of clients; (B) schedule of fees; (C) procedures and forms used in determining whether client is covered by any third party payor, such as Medicare, Medi-Cal, managed care program, or other private insurance; (D) financial screening for the California Department of Public Health (CDPH), Office of AIDS (OA) ADAP; (E) description of mechanism or procedures used in assisting clients in applying for public benefits, entitlement programs, and/or other health insurance programs for which they may be eligible; and (F) the frequency intervals of subsequent client financial screenings.

Notwithstanding any other provisions of this Paragraph, Contractor shall pursue funding from public assistance, entitlement programs, and other health insurance programs for which each client/patient may be eligible.

8. CLIENT/PATIENT ELIGIBILITY: Contractor shall be responsible for implementing client eligibility criteria. Services provided through the Non-Occupational PEP program are targeted to HIV negative individuals who have experienced a high risk HIV exposure.

A. Contractor will ensure that clients meet the program's inclusion criteria.

The following are the screening criteria for guiding client inclusion:

(1) A residents of Los Angeles County;

(2) Experienced a high risk exposure characteristics: one or more of the below, unprotected or with failed condom use:

- (a) Receptive anal intercourse;
- (b) Insertive anal intercourse;
- (c) Receptive vaginal intercourse;
- (d) Insertive vaginal intercourse;
- (e) Receptive oral intercourse with intraoral ejaculation with known HIV positive source (supersedes all “high-risk source” criteria below);
- (f) Sharing injection drug works, which have been intravascular
- (g) Other exposures not listed above should be screened; and eligibility determined by the Contractor’s Medical Director on a case by case basis.

(3) High risk source characteristic:

- (a) Known HIV positive;
- (b) Men who have sex with men (MSM);
- (c) Men who have sex with men and women (MSM/W);
- (d) Intravenous drug use (IDU);
- (e) Commercial sex worker (CSW);
- (f) Sexual assault perpetrator;
- (g) History of incarceration;
- (h) From an endemic country (prevalence > 1%);

- (i) Partner of one of the above;
- (4) Exposure within seventy-two (72)-hours of presentation;
- (5) Not known to be HIV positive;
- (6) No countermanding concomitant medications or allergies.

If the above inclusion criteria are met delivery of nPEP services can begin.

9. STAFFING REQUIREMENTS: The Contractor shall establish a staffing plan consistent with the nPEP program's Treatment Protocol Manual of Procedures (Attachment II) to include the following requirements: a State of California licensed physician, a nurse practitioner, and an HIV prevention program manager.

A. At a minimum, the Contractor will ensure staff is knowledgeable of target population; culturally and linguistically competent; knowledgeable of HIV, AIDS, and STDs; and knowledgeable of available community referral services.

B. The Contractor shall ensure compliance with the above staffing requirements unless variations have been reviewed and approved by DHSP. When variations have been reviewed and approved, the Contractor staff shall be supervised by appropriate professional/licensed personnel.

10. STAFF DEVELOPMENT AND TRAINING REQUIREMENTS: The Contractor will maintain a plan for on-going staff training and development as an essential component to build staff capacity. The nPEP Program Manager shall provide an orientation to the nPEP program for new workers and on-going supervision to ensure that the nPEP intervention is clearly understood.

11. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS AND

AGREEMENTS: County has the absolute right to approve or disapprove all of Contractor's subcontractor/consultants performing work hereunder and any proposed changes in subcontractor. Contractor shall obtain approval of DHSP Director prior to signing any subcontractor/consultant agreement and shall give DHSP Director thirty (30) days prior notice to review proposed subcontract or consultant agreement pursuant to Subsection (Subcontractor/Consultant Agreements) below:

A. Subcontractor/Consultant Agreements: Contractor shall adhere to this provision, and those of the Agreement and ADDITIONAL PROVISIONS, for all subcontractor/consultant agreements entered into for the provision of services under this Agreement. The proposed subcontractor/consultant agreement must include, but is not limited to, the name of the subcontractor/consultant, period of performance, description of activities that support the goals and objectives of the Agreement, an evaluation mechanism and itemized budget.

(1) Contractor must submit a copy of the proposed Agreement within thirty (30) business days, prior to beginning services, for the approval of the DHSP Director.

(2) Subcontractor/Consultant charges must be approved in advance of the start of the Agreement by the DHSP Director.

(3) Subcontractor shall remove and replace personnel performing services under this Agreement within thirty (30) days of the written request of the County. Contractor shall send County written confirmation of the removal of the personnel in question.

12. MATERIALS, SUPPLIES, AND EQUIPMENT: The purchase of all materials, supplies, and or equipment to provide the applicable services under this Agreement 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 in order to be eligible for cost reimbursement.

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

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

Contractor shall provide DHSP with an annual list of equipment purchased through this Agreement and at the written request of DHSP.

13. EQUIPMENT PURCHASE: All equipment to be reimbursed by this Agreement must be pre-approved by DHSP. Equipment purchase applies to the Contractor and any subcontractors. The justification for the purchase shall include how many clients will benefit from the purchase of equipment during each budget period. For the purchase of this Agreement, Equipment is defined as an item with a unit cost of Five Thousand Dollars (\$5,000) or more and life expectancy of four (4) or more years.

14. PROGRAM RECORDS: Contractor shall maintain adequate client, clinical, and laboratory testing records that supports the program's delivery of services and shall be current and kept in detail consistent with the Treatment Protocol Manual, and good

medical and professional practice in accordance with the California Code of Regulations. Client records shall include, but are not limited to the following case report forms:

- A. Intake evaluation form;
- B. Week 2 telephone evaluation form;
- C. Source information form (if relevant);
- D. Week 4-6 evaluation form;
- E. Week 12 evaluation form;
- F. Week 24 evaluation form.

15. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, the Contractor shall submit the following reports:

A. Monthly Reports: As directed by DHSP, the Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for nPEP services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Division of HIV and STD Programs, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Semi-annual Reports: As directed by DHSP, the Contractor shall submit a six (6)-month summary of the client-level data collected through this program in hard copy, electronic, and/or online format for the periods.

C. Annual Reports: As directed by DHSP, Contractor shall submit a summary data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by DHSP, the Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

16. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or a written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify the Contractor of any revision of these Guidelines, which shall become part of this Agreement.

17. SCREENING FOR SEXUALLY TRANSMITTED DISEASES: Contractor shall conduct Screening for Sexually Transmitted Diseases as outlined in the nPEP – STD, Treatment Protocol Manual of Procedures (Attachment II).

18. TUBERCULOSIS CONTROL: Contractor shall adhere to Exhibit D, "Tuberculosis Exposure Control Plan for Medical Outpatient Facilities" as provided by

the Los Angeles County Department of Health Services' Tuberculosis Control Program, attached hereto and incorporated herein by reference. Director shall notify the Contractor of any revisions of this Plan, which shall become part of this Agreement.

19. EMERGENCY AND DISASTER PLAN: Contractor shall submit to DHSP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard the Contractor's staff and recipients of services under this Agreement. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of the Contractor's staff and recipients of services from the Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include the Contractor's specific procedures for providing this information to all program staff.

20. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have written policy(ies) for the Contractor's staff regarding how to access emergency medical treatment for recipients of services under this Agreement. Copy(ies) of the written policy(ies) shall be sent to County's Department of Public Health, Division of HIV and STD Programs, within thirty (30) days of the execution of this Agreement and addressed to the attention of the Office of the Medical Director.

21. PEOPLE WITH HIV/AIDS BILLS OF RIGHTS AND RESPONSIBILITIES:

Contractor shall adhere to all provisions within Exhibit E, "People with HIV/AIDS Bill of Rights and Responsibilities" ("Bill of Rights") document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all services provider sites, and disseminate it to all patients/ clients. Contractor's-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this "Bill of Rights" document 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.

22. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

A. Contractor shall obtain written approval from DHSP's Director or designee for all program administrative, educational materials and promotional associated documents utilized in association with this Agreement prior to its implementation and usage to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS linguistically competent, adherent to community norms and values, are culturally sensitive and are in compliance with contract requirements.

B. All DHSP funded program must comply with all federal, State, County and local regulations regarding HIV/AIDS-related educational materials.

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP's latest Material Review Protocol available at <http://publichealth.lacounty.gov/aids/materialsreview.htm>

D. Contractor shall submit all program administrative, educational materials and promotional associated documents for each new or renewed contract prior to implementation. Administrative materials and promotional associated documents must be submitted thirty (30) days prior to intended use or as outlined in the Exhibit. Educational materials must be submitted sixty (60) days prior to intended use.

E. For the purposes of this Agreement, program administrative, educational materials and promotional associated documents may include, but are not limited to:

- (1) Written materials (e.g., curricula, outlines, pamphlets, brochures, fliers, social marketing materials), public announcement, printing, duplication and literature;
- (2) Audiovisual materials (e.g., films, videotapes);
- (3) Pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).
- (4) Confidentiality agreement form;
- (5) Data collection forms;
- (6) Commitment forms;
- (7) Policies and procedures for services provided;

- (8) Protocols;
- (9) Promotional flyers and posters
- (10) Sign in sheets;
- (11) Consent forms, and
- (12) Individual service plan/Assessment/Progress note forms.

F. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for approval. Materials that contain certain types of information including, but not limited to: statistics, resources, benefits or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require re-submission, as a letter to DHSP's Director detailing the updated information shall suffice.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material used on this project and developed by Contractor or otherwise, in whole or in part is credited to the funding source as follows: "This project was supported by funds received from the Division of HIV and STD Programs, the State of California, Department of Public Health Services, Office of AIDS, and the U.S. Department of Health and Human Services, Health Resources Services Administration.

23. COUNTY'S COMMISSION ON HIV: Contractor shall actively view the County's Commission on HIV (Commission) website <http://www.hivcommission-la.info/>

and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles.

24. HOURS OF OPERATION: Contractor shall be required to deliver nPEP Services during the business hours, 11:00 a.m. through 8:00 p.m., on all weekdays (Monday through Friday) except those designated as holidays as noted below.

Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; Presidents' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day and those designated as holidays per the Contractors Institutionally approved holidays.

25. CULTURAL COMPETENCY: Program staff should display non-judgmental, culture-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

The nPEP program and its services are designed to be easily accessible; independent of ability to pay; non-judgmental; and culturally, ethnically, and linguistically appropriate to the target populations and the community-based clinical sites. The Contractor staff shall incorporate these ideals during all Non-Occupational PEP delivery activities. It is recommended that the Contractor participate in an annual self-assessment of their cultural proficiency to perform appropriately clinical services relevant to nPEP.

SCHEDULE 1

CHARLES DREW UNIVERSITY OF MEDICINE AND SCIENCE

NON-OCCUPATIONAL POST-EXPOSURE PROPHYLAXIS AFTER SEXUAL EXPOSURE TO HUMAN IMMUNODEFICIENCY VIRUS (HIV) INFECTION SERVICES

| | <u>Budget Period</u> Date of Board Approval through <u>February 28, 2013</u> |
|--------------------------|---|
| Salaries | \$ 46,429 |
| Employee Benefits | \$ 8,171 |
| Travel | \$ 0 |
| Equipment | \$ 0 |
| Supplies | \$ 0 |
| Other | \$ 0 |
| Consultants/Subcontracts | \$ 0 |
| Indirect Cost | <u>\$ 5,652</u> |
| TOTAL PROGRAM BUDGET | \$ 60,252 |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 1

| | | | | |
|---|-----------------------------------|---|------------|-------|
| 1 | Agency Name: | Charles R. Drew University of Medicine and Science Martin Luther King Oasis Clinic | | |
| 2 | Executive Director: | David Carlisle, M.D., President | | |
| 3 | Address of Service Delivery Site: | 1807 East 120 th Street | | |
| | | Los Angeles | California | 90059 |

4 In which Service Planning Area is the service delivery site?

- | | |
|---|--|
| <u> </u> One: Antelope Valley | <u> </u> Two: San Fernando Valley |
| <u> </u> Three: San Gabriel Valley | <u> </u> Four: Metro Los Angeles |
| <u> </u> Five: West Los Angeles | <u> X </u> Six: South Los Angeles |
| <u> </u> Seven: East Los Angeles | <u> </u> Eight: South Bay |

5 In which Supervisorial District is the service delivery site?

- | | |
|---|--|
| <u> </u> One: Supervisor Molina | <u> X </u> Two: Supervisor Ridley-Thomas |
| <u> </u> Three: Supervisor Yaroslavsky | <u> </u> Four: Supervisor Knabe |
| <u> </u> Five: Supervisor Antonovich | |

6 What percentage of your allocation is designated to this site? 100%

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

Date of Board Approval through February 28, 2013

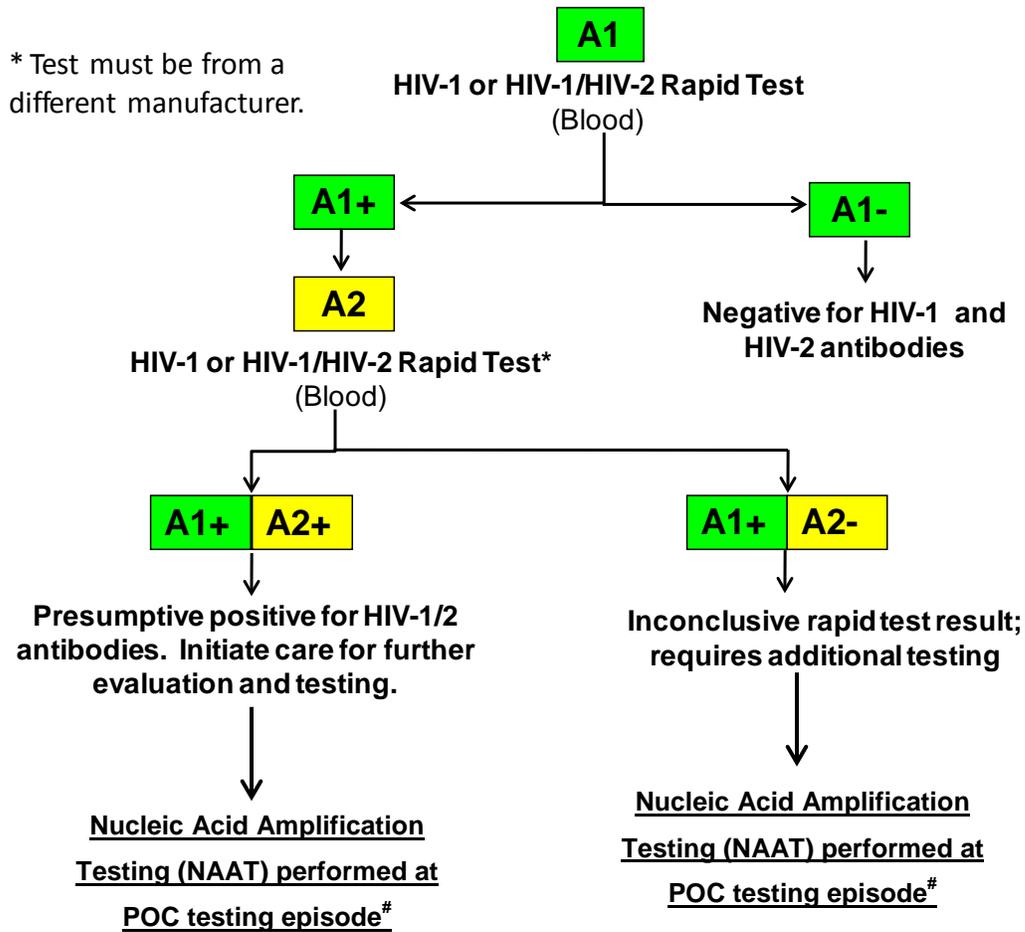
Number of Non-Occupational PEP Services Contract Goals and Objectives by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

| Contract Goals and Objectives | Client Services |
|--------------------------------------|------------------------|
| Service Unit | No. of Clients |
| Site # 1 | 50 |
| Site # 2 | |
| Site # 3 | |
| Site # 4 | |
| Site # 5 | |
| Site # 6 | |
| Site # 7 | |
| Site # 8 | |
| Site # 9 | |
| Site # 10 | |
| TOTAL | 50 |

Recommendations for Two-test HIV Rapid Testing Algorithms

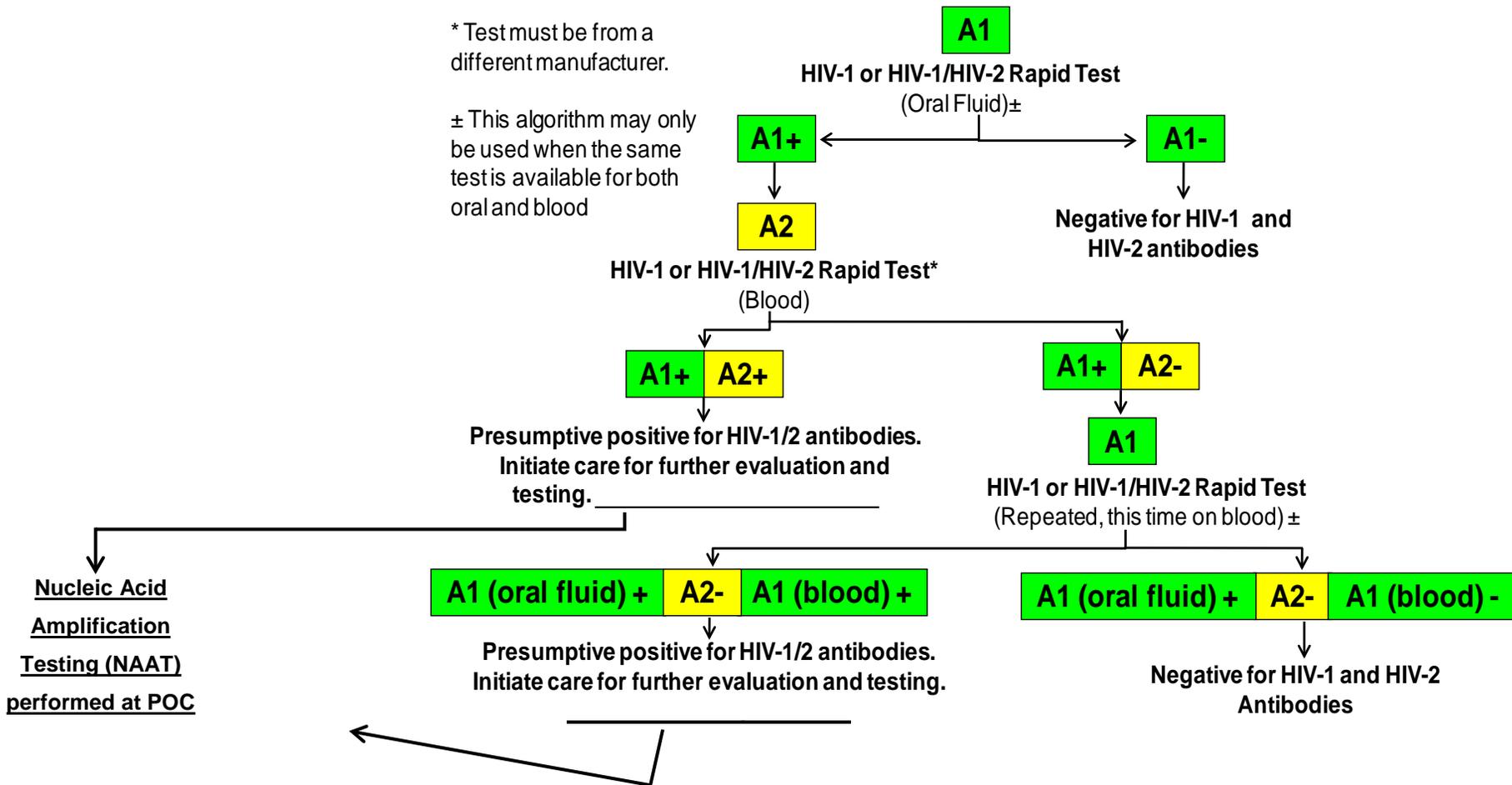
Figure 1. Two-test HIV rapid test algorithm with a blood screening test



Western blot testing may be performed in addition to/ in place of NAAT as specified in site specific HIV testing QA plan

Data Source: Adopted from HIV Testing Algorithms: A Status Report, point-of-care algorithm 2. Available at <http://www.aphl.org/aphlprograms/infectious/hiv/Pages/HIVStatusReport.aspx>

Figure 2. Two-test HIV rapid test algorithm with an oral specimen screening test



Western blot testing may be performed in addition to/ in place of NAAT as specified in site specific HIV testing QA plan

Data Source: Adopted from HIV Testing Algorithms: A Status Report, point-of-care algorithm 3. Available at <http://www.aphl.org/aphlprograms/infectious/hiv/Pages/HIVStatusReport.aspx>

SOLE SOURCE CHECKLIST
 CHARLES DREW UNIVERSITY OF MEDICINE AND SCIENCE

| Check (✓) | <p style="text-align: center;">JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES</p> <p><i>Identify applicable justification and provide documentation for each checked item.</i></p> |
|--------------|---|
| | <ul style="list-style-type: none"> ➤ Only one bona fide source for the service exists; performance and price competition are not available. |
| | <ul style="list-style-type: none"> ➤ Quick action is required (emergency situation) |
| | <ul style="list-style-type: none"> ➤ Proposals have been solicited but no satisfactory proposals were received. |
| | <ul style="list-style-type: none"> ➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider. |
| | <ul style="list-style-type: none"> ➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives. |
| | <ul style="list-style-type: none"> ➤ It is most cost-effective to obtain services by exercising an option under an existing contract. |
| | <ul style="list-style-type: none"> ➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.). |
| ✓ | <ul style="list-style-type: none"> ➤ Other reason. Please explain: <p>A clinical study was conducted to determine the feasibility of delivering nPEP services in a community-based clinical setting to a diverse population at increased risk for HIV exposure, predominantly men who have sex with men. The Department of Health Services (DHS) OASIS Clinic, in collaboration with Charles Drew University of Medicine and Science (CDU), was one of two agencies in Los Angeles County qualified to participate in the nPEP clinical study, along with the Los Angeles Gay and Lesbian Center (LAGLC). At the conclusion of the clinical study, DHS OASIS Clinic/CDU and LAGLC successfully demonstrated that they could deliver this complex intervention safely and effectively. On January 10, 2012, the Board approved a sole source contract with the LAGLC to conduct nPEP services as part of DPH's implementation of ECHPP Phase II grant activities. To further implement these activities, DPH recommends a sole source with CDU. This prevention intervention, through a community-based care setting, is a remarkable and innovative strategy to help reduce HIV infection in the County, and in particular SPA 6.</p> <p>CDU is a historic Black medical college within SPA 6 that has extensive experience providing culturally sensitive prevention and clinical care to those hard to reach populations within the SPA 6 community who are at risk for acquiring HIV. CDU has partnered with the DHS OASIS Clinic to serve those high-risk populations disproportionately impacted by HIV and sexually transmitted diseases (STD). The DHS OASIS Clinic has a long history of providing culturally sensitive prevention and</p> |

clinical care to communities who are at high risk for acquiring HIV. The 2010, STD surveillance data shows that communities within SPA 6 are at high risk for syphilis, gonorrhea, and Chlamydia, which are all significantly associated with HIV transmission



Sheila Shima
Deputy Chief Executive Officer, CEO

7/30/12
Date