

AGREEMENT FOR PROVISION OF
HIV SERVICES
BETWEEN
COUNTY OF ORANGE
AND

AIDS SERVICES FOUNDATION ORANGE COUNTY

~~JULY~~ MARCH 1, 2010 ~~8~~ THROUGH FEBRUARY 28, 2011 ~~0~~

THIS AGREEMENT entered into this 1st day of ~~July 2008~~March 2010, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and AIDS SERVICES FOUNDATION ORANGE COUNTY, a California nonprofit corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

WITNESSETH:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Human Immunodeficiency Virus (HIV) Medical Case Management, Non-Medical Case Management, Minority AIDS Initiative (MAI) Case Management, Nutritional Supplements, Food Bank, Mental Health, Emergency Financial Assistance for Health Insurance and Medications, Home Health Care, and Medical Transportation services, described herein, to the residents of Orange County; and

WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: ~~July~~ March 1, ~~2010~~⁸ through February 28, ~~2011~~⁹

~~"Period One" means the period from July 1, 2008 through February 28, 2009~~

~~"Period Two" means the period from March 1, 2009 through February 28, 2010~~

Maximum Obligation: \$1,611,149

~~Period One Maximum Obligation: \$ 963,865 \$ 906,685 \$ 896,685~~

~~Period Two Maximum Obligation: 1,512,636 1,078,093~~

~~TOTAL MAXIMUM OBLIGATION: \$2,476,501 \$2,041,958 \$1,984,778 \$1,974,778~~

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Development and Management
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: AIDS Services Foundation Orange County
17982 Sky Park Circle, Suite J
Irvine, CA 92614-6408

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Coverage	per Occurrence
Comprehensive General Liability with	\$1,000,000 combined single limit
broad form property damage and	per occurrence
contractual liability	\$2,000,000 aggregate
Automobile Liability, including coverage	\$1,000,000 combined single limit
for owned, non-owned and hired vehicles	per occurrence

Workers' Compensation Statutory

1 Employer's Liability Insurance \$1,000,000 per occurrence
2
3 Professional Liability Insurance \$1,000,000 per claims made or
4
5 ~~Comprehensive General Liability Insurance~~ ~~\$1,000,000~~
6 ~~per occurrence~~
7 Sexual Misconduct \$1,000,000 per occurrence
8
9 ~~Comprehensive Automobile Liability Insurance,)~~ ~~\$1,000,000~~
10 ~~-covering the owned, non-owned and hired)~~ ~~(Combined Single Limit)~~
11 ~~-automobile hazards, including any COUNTY)~~
12 ~~loaned vehicles)~~
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I. ALTERATION OF TERMS

This Agreement, together with Exhibit A, attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both parties.

II. ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

III. COMPLIANCE

A. COUNTY's Health Care Agency (HCA) has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA Policies and Procedures relating to the Compliance Program.

2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ~~these~~ HCA's Policies and Procedures.

~~B.~~ B. CONTRACTOR has the option to adhere to HCA's Compliance Program or establish its own.

1. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy of its Compliance Program, Code of Conduct, and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

2. HCA's Compliance Officer shall advise CONTRACTOR if CONTRACTOR's compliance program is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the HCA's Code of Conduct and Compliance Program.

3. Upon approval of CONTRACTOR's Compliance Program by HCA's Compliance Officer, CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of CONTRACTOR's Policies and Procedures.

4. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct, and

relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.

C. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of Conduct for adherence by all HCA employees and contract providers has been developed.

1. ~~Within~~ If CONTRACTOR elects to adhere to HCA Compliance Program, then within thirty (30) calendar days of award of this Agreement, CONTRACTOR ~~has the option of submitting~~ shall submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with the "HCA Contractor Code of Conduct," ~~specified in subparagraph B.3. below or~~ CONTRACTOR shall submit a copy of its Code of Conduct to ADMINISTRATOR for review and comparison to federal, state and county standards by the HCA Compliance Officer.

~~2. If CONTRACTOR elects to submit a copy of its Code of Conduct, HCA's Compliance Officer shall advise CONTRACTOR of any necessary changes to CONTRACTOR's Code of Conduct to meet minimum standards and CONTRACTOR shall either take necessary action to meet said standards or shall be asked to acknowledge and agree to the "HCA Contractor Code of Conduct" specified in subparagraph B.3. below.~~

~~#~~

~~3. HCA CONTRACTOR CODE OF CONDUCT CONTRACTOR and its employees and subcontractors shall:~~

~~a. Comply with all applicable laws, regulations, rules or guidelines when providing and billing for the services specified herein.~~

~~b. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in their professional dealings related to this Agreement and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of CONTRACTOR and/or COUNTY.~~

~~c. Treat COUNTY employees, clients and other COUNTY contractors fairly and with respect.~~

~~d. Not engage in any activity in violation of this agreement, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline.~~

~~e. Take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.~~

~~f. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.~~

~~g. Bill only for eligible services actually rendered and fully documented and use billing codes that accurately describe the services provided.~~

~~h. Act promptly to investigate and correct problems if errors in claims or billings are discovered.~~

~~i. Promptly report to HCA's Compliance Officer any activity that CONTRACTOR~~

~~believes may violate the standards of the HCA Compliance Program, or any other applicable law, regulation, rule or guideline.~~

~~_____ j. Promptly report to HCA's Compliance Officer any suspected violation(s) of the HCA Contractor Code of Conduct.~~

~~_____ k. Consult with HCA's Compliance Officer if there are any questions or uncertainties of any Compliance Program standard or any other applicable law, regulation, rule or guideline.~~

~~_____ 4. _____ 2.~~ Failure of CONTRACTOR to timely submit the acknowledgement of the HCA Contractor ~~Code of Conduct or its own~~ Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.

~~C~~D. CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General Services Administration's List of Parties Excluded from Federal Programs and the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities.

1. Ineligible Person shall be any individual or entity who:

a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or

b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

3. CONTRACTOR shall screen all current Covered Individuals semi-annually (January and July) to ensure that they have not become Ineligible Persons.

4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY immediately upon such disclosure.

5. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, HCA business operations related to this Agreement.

~~_____ D.~~ 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual

or entity is currently excluded, suspended or debarred, or is identified as such after being sanctioned. Such individual or entity shall be immediately removed from participating in any activity associated with this AGREEMENT. ADMINISTRATOR will determine if any repayment is necessary from CONTRACTOR for services provided by ineligible person or individual.

E. REIMBURSEMENT STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims and billing for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations.

2. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use ~~only correct~~ accurate billing codes ~~that~~ to accurately describe the services provided ~~and to ensure compliance with all billing and documentation requirements~~.

4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

~~E.F.~~ COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training and Provider Compliance Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete all Compliance Trainings when offered.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

IV. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are clients of the Orange County HIV services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding specific clients with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written

consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with California Civil Code, Division 1, Part 2.6 relating to Confidentiality of Medical Information.

3. In the event of a collaborative service agreement between HIV services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.

B. Prior to providing any services pursuant to this Agreement, all CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

V. COST REPORT

A. CONTRACTOR shall submit ~~separate a~~ Cost ~~Reports for Period One and Period Two, or for a portion thereof,~~ Report no later than sixty (60) calendar days following ~~the period for which they are prepared or~~ termination of this Agreement. CONTRACTOR shall prepare the Cost Reports in accordance with all applicable federal, state and county requirements and generally accepted accounting principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. CONTRACTOR may be assessed a late penalty of one hundred dollars (\$100) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.

b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the Cost Report is delivered to ~~COUNTY~~ ADMINISTRATOR.

2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.

B. The Cost Report ~~prepared for each period~~ shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR ~~for that period~~. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and late penalty, not to exceed the applicable Maximum Obligation ~~for each period~~ as set forth on Page 3 of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and county laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash within thirty (30) calendar days of submission of the Cost Reports or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. If the Cost Report ~~for the period~~ indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, with the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Reports, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

E. If the Cost Report ~~for the period~~ indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation of COUNTY ~~for the period~~.

F. The Cost Report ~~for each period~~ shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _____ for the cost report period beginning _____ and ending _____ and that, to the best of my knowledge and belief, costs reimbursed through this Agreement are reasonable and

allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed _____
 Name _____
 Title _____
 Date _____"

VI. DELEGATION AND ASSIGNMENT

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

C. For CONTRACTORS which are for-profit organizations, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void.

VII. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it makes best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees, subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,

subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors and consultants for the period prescribed by the law.

VIII. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as moveable property of a relatively permanent nature with significant value. Equipment which costs \$5,000 or over, including sales taxes, freight charges and other taxes are considered fixed assets. Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are considered minor Equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to generally accepted accounting principles.

B. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of specified items of Equipment or minor Equipment purchased by CONTRACTOR. To "expense," in relation to Equipment, means to charge the full cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY and the Equipment shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.

C. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement in accordance with guidelines set forth in COUNTY's "Accounting Procedures Manual," as periodically amended. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of undepreciated Equipment cost, if any.

D. For Loaned Equipment, CONTRACTOR shall cooperate with ADMINISTRATOR in conducting any periodic physical inventories of Loaned Equipment that ADMINISTRATOR may require. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned Equipment to COUNTY.

E. CONTRACTOR must report any loss or theft of Loaned Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices paragraph of this Agreement. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a "Notification of Location Change" form or "Surplus Requisition" form when items of Loaned Equipment are moved from one location to another or returned to COUNTY as surplus.

F. Unless this Agreement is followed without interruption by another agreement between the parties for substantially the same type and scope of services, at the termination of this Agreement for any cause, CONTRACTOR shall return to COUNTY all Loaned Equipment purchased with funds paid through this Agreement.

IX. FACILITIES, PAYMENTS AND SERVICES

CONTRACTOR agrees to provide the services, staffing, facilities, any equipment and supplies, and reports in accordance with Exhibit A to this Agreement. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

X. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement a policy, or policies, of insurance covering its operations as specified on Page 3 of this Agreement.

C. All insurance policies except Workers' Compensation, ~~and~~ Employer's Liability, and Professional Liability shall contain the following clauses:

1. "The County of Orange is included as an additional insured with respect to the operations of the named insured performed under contract with the County of Orange."

2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess of, and not contribute with, insurance provided by this policy."

3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30) calendar days written notice has been given to Orange County HCA/Contract Development and Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."

D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be mailed to COUNTY as referenced on Page 3 of this Agreement.

E. All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

XI. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or, conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures during the term of this Agreement.

E. ~~Within fourteen (14) calendar days of receipt by CONTRACTOR,~~ CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report: within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

XII. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term

of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, COUNTY, and any other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2006 ~~(Ryan White Act)~~.

2. Federal Single Audit Act of 1984 (31 U.S.C.A. 7501.70).

3. The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101 et seq.).

4. AIDS Housing Opportunity Act (42 U.S.C.A. 12901 et seq.).

5. 24 CFR Part 574, Housing Opportunities for Persons with AIDS.

6. 24 CFR Parts 42 and 570.606.

7. 25 CFR Part 85, Common Rule to the Community Development Block Grant Entitlement Program.

8. 42 CFR, Public Health.

9. Public Law 103-227, Pro-Children Act of 1994.

10. State of California Penal Code Section 11164, et seq., Child Abuse and Neglect Reporting.

11. State of California Welfare and Institutions Code Section 15600, et seq., Abuse of the Elderly and Dependent Adults.

12. 45 CRF Part 76, Drug Free Work Place.

~~9. California Code of Regulations, Title 9, Division 4.~~

~~10. California Code of Regulations, Title 22.~~

~~11. California Health and Safety Code, Divisions 10.5 and 10.6.~~

12. 14. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy Statement.

13. 15. Office of Management and Budget (OMB) Circulars A-89, A-110, A-122 and A-133.

14. 16. Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as it may exist now, or be hereafter amended, and if applicable.

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:

a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;

b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;

d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply;

2. Failure of CONTRACTOR to timely submit the data and/or certifications required by subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment of child support orders, or as permitted by federal and/or state statute.

XIII. LITERATURE

Any literature, including educational and promotional materials, distributed by CONTRACTOR for purposes directly related to this Agreement shall indicate that CONTRACTOR's services are supported by federal, state and county funds, as appropriate. For the purposes of this Agreement, distribution of such literature shall include written materials as well as electronic media such as the Internet.

XIV. MAXIMUM OBLIGATION

A. The ~~Total~~ Maximum Obligation of COUNTY for services provided in accordance with this Agreement ~~and the separate Maximum Obligations for Period One and Period Two are~~ is as specified on Page 3 of this Agreement.

B. ADMINISTRATOR may ~~amend this Agreement to~~ increase the ~~Total~~ Maximum Obligation by an amount not to exceed ten percent (10%) ~~of the first year of this Agreement.~~

~~C. ADMINISTRATOR may or~~ decrease the ~~Period One and/or the Period Two~~ Maximum Obligation in accordance with the Budget paragraph of Exhibit A to this Agreement.

XV. NONDISCRIMINATION

A. EMPLOYMENT

1. CONTRACTOR shall ensure that applicants are employed, and that employees are treated during employment, without regard to their ethnic group identification, race, religion, ancestry, creed,

1 color, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or
 2 physical or mental disability. Such action shall include, but not be limited to the following:
 3 employment, upgrade, demotion or transfer; recruitment or recruitment advertising; layoff or
 4 termination; rate of pay or other forms of compensation; and selection for training, including
 5 apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for
 6 employment, notices from ADMINISTRATOR and/or the United States Equal Employment
 7 Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

8 2. All solicitations or advertisements for employees placed by or on behalf of
 9 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
 10 without regard to ethnic group identification, race, religion, ancestry, creed, color, sex, marital status,
 11 national origin, age (40 and over), sexual preference, medical condition, or physical or mental disability.
 12 Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

13 3. Each labor union or representative of workers with which CONTRACTOR has a collective
 14 bargaining agreement or other contract or understanding must post a notice advising the labor union or
 15 workers' representative of the commitments under this Nondiscrimination paragraph and shall post
 16 copies of the notice in conspicuous places available to employees and applicants for employment.

17 B. SERVICES, BENEFITS AND FACILITIES - CONTRACTOR shall not discriminate in the
 18 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
 19 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age
 20 (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with
 21 Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d) and all other pertinent rules and
 22 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
 23 may now exist or be hereafter amended or changed.

24 1. For the purpose of this subparagraph B., "discrimination" includes, but is not limited to the
 25 following based on one or more of the factors identified above:

- 26 a. Denying a client or potential client any service, benefit, or accommodation.
- 27 b. Providing any service or benefit to a client which is different or is provided in a
 28 different manner or at a different time from that provided to other clients.
- 29 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
 30 by others receiving any service or benefit.
- 31 d. Treating a client differently from others in satisfying any admission requirement or
 32 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 33 any service or benefit.
- 34 e. Assignment of times or places for the provision of services.

35 2. Complaint Process - CONTRACTOR shall establish procedures for advising all clients
 36 through a written statement that CONTRACTOR's clients may file all complaints alleging
 37 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the

1 U.S. Department of Health and Human Services' Office for Civil Rights. CONTRACTOR's statement
2 shall advise clients of the following:

3 a. In those cases where the client's complaint is filed initially with the Office for Civil
4 Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request
5 COUNTY to conduct the investigation.

6 b. Within the time limits procedurally imposed, the complainant shall be notified in
7 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
8 an appeal with the Office for Civil Rights.

9 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of
10 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in
11 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101 et seq.),
12 pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs
13 or activities, as they exist now or may be hereafter amended together with succeeding legislation.

14 D. RETALIATION - Neither CONTRACTOR, nor its employees or agents shall intimidate, coerce
15 or take adverse action against any person for the purpose of interfering with rights secured by federal or
16 state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in
17 an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by
18 federal or state law.

19 E. In the event of non-compliance with this paragraph or as otherwise provided by federal and
20 state law, this Agreement may be canceled, terminated or suspended in whole or in part and
21 CONTRACTOR may be declared ineligible for further contracts involving federal, state or county
22 funds.

23 24 **XVI. NOTICES**

25 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
26 authorized or required by this Agreement shall be effective:

27 1. When written and deposited in the United States mail, first class postage prepaid and
28 addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR;

29 2. When ~~FAXed~~ faxed, transmission confirmed;

30 3. When sent by electronic mail; or

31 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
32 Service, or other expedited delivery service.

33 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
34 otherwise directed by ADMINISTRATOR and shall be effective when ~~FAXed~~ faxed, transmission
35 confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
36 Service, or other expedited delivery service.

37 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of

1 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
 2 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
 3 damage to any COUNTY property in possession of CONTRACTOR.

4 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
 5 ADMINISTRATOR.

6 E. In the event of a death, notification shall be made in accordance with the Notification of Death
 7 paragraph of this Agreement.

8 9 **XVII. NOTIFICATION OF DEATH**

10 **A. NON-TERMINAL ILLNESS DEATH**

11 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon
 12 becoming aware of the death due to non-terminal illness of any person served hereunder or served
 13 within the previous twelve (12) months; provided, however, weekends and holidays shall not be
 14 included for purposes of computing the time within which to give telephone notice and, notwithstanding
 15 the time limit herein specified, notice need only be given during normal business hours.

16 2. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver
 17 or ~~FAX~~fax, a written Notification of Non-Terminal Illness Death to ADMINISTRATOR.

18 3. The telephone report and written Notification of Non-Terminal Illness Death shall contain
 19 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the
 20 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

21 **B. TERMINAL ILLNESS DEATH**

22 1. CONTRACTOR shall notify ADMINISTRATOR by written report ~~FAXed~~faxed, hand
 23 delivered, or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal
 24 illness of any person served hereunder or served within the previous twelve (12) months. The
 25 Notification of Terminal Illness Death shall contain the name of the deceased, the date and time of
 26 death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or
 27 employees with knowledge of the incident.

28 2. If there are any questions regarding the cause of death of any person served hereunder who
 29 was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death,
 30 CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with subparagraph A.
 31 above.

32 33 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

34 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in
 35 whole or part by the COUNTY, except for those events or meetings that are intended solely to serve
 36 clients or occur in the normal course of business.

37 B. CONTRACTOR shall notify ADMINISTRATOR at least ten (10) working days in advance of

any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XIX. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements, which ~~are listed below~~ include, but are not limited to:

1. California Code of Regulation Title 22, Chapter 7, Article 6, §75055 - Retention of records by outpatient medical facilities.

~~2. State of California, Department of Alcohol and Drug Programs Reporting System (ASRS) manual.~~

~~3. State of California, Department of Alcohol and Drug Programs Fiscal System (DPFS) manual.~~

~~4.~~ 2. 45 CFR, HIPAA Privacy Rule (Designated Record Set).

~~5.~~ 3. State of California, Health and Safety Code §§123100 – 123149.5.

B. CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.

D. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the definition of medical records and identified this new record set as a Designated Record Set (DRS). 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;

2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants, patients, etc., be provided the right to access or receive a copy of their DRS and/or request addendum to their records.

~~F.~~ F. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of personally identifiable information (hereinafter “PII”) and/or protected health information (hereinafter “PHI”). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or facsimile.

G. CONTRACTOR may be required to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

H. CONTRACTOR shall retain all financial records for a minimum of five (5) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

~~G.~~ I. CONTRACTOR shall retain all participant, client, ~~and/or~~ patient ~~and/or~~ medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of ~~unemancipated~~ non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

~~H.~~ J. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

~~I.~~ K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to ~~change the record~~ maintain records in a single location ~~criteria~~, identified by CONTRACTOR.

~~J.~~ L. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

M. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

XX. REVENUE

~~A.~~ A. FEES - CONTRACTOR ~~may~~ shall charge a fee to clients to whom services are provided pursuant to this Agreement, their estates and responsible relatives, in accordance with the ~~Assurances paragraph of Exhibit A to this Agreement~~ fee system designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services, but it shall not exceed the actual cost of services provided. No person shall be denied services because of an inability to pay.

B. THIRD-PARTY REVENUE - CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served hereunder may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

C. PROCEDURES - CONTRACTOR shall ~~report as revenue any funds obtained from third-party payors or from clients, in accordance with the Reports paragraph of Exhibit A to this Agreement.~~

~~D. PROCEDURES~~ ~~If CONTRACTOR charges fees or collects third party revenue,~~ maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly,

1 a written report specifying the current status of fees which are billed, collected, transferred to a
2 collection agency, or deemed by CONTRACTOR to be ~~maintained~~ uncollectible.

3 D. OTHER REVENUES - CONTRACTOR shall charge for services, supplies, or facility use by
4 persons other than individuals or groups eligible for services pursuant to this Agreement.

6 **XXI. SEVERABILITY**

7 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
8 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
9 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
10 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
11 in full force and effect, and to that extent the provisions of this Agreement are severable.

13 **XXII. SPECIAL PROVISIONS**

14 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
15 purposes:

16 1. Purchasing or improving land, including constructing or permanently improving any
17 building or facility, except for tenant improvements.

18 2. Providing inpatient hospital services or purchasing major medical equipment.

19 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
20 funds (matching).

21 4. Making cash payments to intended recipients of services through this Agreement.

22 5. Contracting or subcontracting with any entity other than an individual or nonprofit entity,
23 unless no non-profit is able and willing to provide such services.

24 6. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
25 and reports in compliance with this requirement pursuant to Title 31, U.S.C.A, Section 1352
26 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial
27 transactions).

28 7. Supplanting current funding for existing services.

29 8. Fundraising.

30 9. Payment of home mortgages; direct maintenance expense (tires, repairs, etc.) of a privately
31 owned vehicle or any other cost associated with a vehicle, such as lease or loan payments, insurance, or
32 license and registration fees; payment of local or state personal property taxes (for residential property,
33 private automobiles, or any other personal property against which taxes may levied). This restriction
34 does not apply to vehicles operated by organizations for program purposes.

35 10. To meet professional licensure or program licensure requirements.

36 11. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
37 CONTRACTOR's staff, volunteers, or members of the Board of Directors.

12. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, ~~and~~^{or} members of the Board of Directors or its designee or authorized agent, ~~or members of the Board of Directors~~, or making salary advances or giving bonuses to CONTRACTOR's staff.

13. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.

B. Unless otherwise specified in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.

2. Funding travel or training (excluding mileage or parking) not approved by ADMINISTRATOR.

3. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.

4. Payment for grant writing, consultants, certified public accounting, or legal services not approved in advance by ADMINISTRATOR.

5. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

C. To the greatest extent practicable, all equipment and products purchased with funds made available through this Agreement should be American-made.

XXIII. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

XXIV. TERM

The term of this Agreement shall commence and terminate as specified on Page 3 of this Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however,

CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

XXV. TERMINATION

A. Either party may terminate this Agreement, without cause, upon ~~ninety (90)~~ thirty (30) calendar days written notice given the other party.

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The ~~habitual~~ neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this Agreement.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR.

E. In the event this Agreement is terminated prior to the completion of the term as specified on Page 3 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

F. After receiving a Notice of Termination CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

3. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with their best interests.

5. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

6. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

7. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

G. The rights and remedies of COUNTY provided in this Termination paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XXVI. THIRD PARTY BENEFICIARY

Neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services hereunder.

XXVII. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.

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4 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,

5 State of California.

6

7 AIDS SERVICES FOUNDATION ORANGE COUNTY

8

9 BY: _____ DATED: _____

10

11 TITLE: _____

12

13

14 COUNTY OF ORANGE

15

16

17 BY: _____ DATED: _____

18

19 CHAIR OF THE BOARD OF SUPERVISORS

~~HEALTH CARE AGENCY~~

20

21 SIGNED AND CERTIFIED THAT A COPY

22 OF THIS DOCUMENT HAS BEEN DELIVERED

23 TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535

24 ATTEST:

25

26 _____ DATED: _____

27 DARLENE J. BLOOM

28 Clerk of the Board of Supervisors

29 Orange County, California

30

31 APPROVED AS TO FORM

32 OFFICE OF THE COUNTY COUNSEL

33 ORANGE COUNTY, CALIFORNIA

34

35 BY: _____ DATED: _____

36

37 DEPUTY

1 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any,
2 Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If
3 the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has
4 empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.
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EXHIBIT A
TO AGREEMENT FOR PROVISION OF HIV SERVICES WITH
AIDS SERVICES FOUNDATION ORANGE COUNTY
~~JULY~~MARCH 1, 201~~0~~8 THROUGH FEBRUARY 28, 201~~1~~0

I. ASSURANCES

In accordance with funding requirements under Title XXVI of the Public Health Services Act as amended by the Ryan White HIV/AIDS Treatment Modernization Act of 200~~9~~6 (Ryan White Act), CONTRACTOR assures that it will:

A. Provide, to the maximum extent practicable, HIV-related health care and support services without regard to the ability of the individual to pay for such services and without regard to the current or past health condition of the individual with HIV disease.

B. Provide services in a setting that is accessible to low-income and racial/ethnic minority individuals with HIV disease and their families. Services shall include language competency to meet the special needs of CONTRACTOR's clients.

C. Permit and cooperate with any official federal or state investigation undertaken regarding programs conducted under the Ryan White Act.

D. Assure that contract funds are used as payor of last resort. CONTRACTOR shall not use contract funds to make payments for any item or service to the extent that payment for that item or service has already been made, or can reasonably be expected to be made:

1. Under any state compensation program, under an insurance policy, or under any federal or state health benefits program;

2. By an entity that provides health services on a prepaid basis; or

3. By third party reimbursement.

E. Comply with the funding requirements regarding charges for services:

1. In the case of individuals with an income less than or equal to one hundred percent (100%) of the official federal poverty level, CONTRACTOR shall not impose charges on any such individual for the provision of services under this Agreement.

2. In the case of individuals with an income greater than one hundred percent (100%) of the official federal poverty level, CONTRACTOR may charge client fees based on a schedule of charges approved by the ADMINISTRATOR. CONTRACTOR may not charge client fees without an approved fee schedule that complies with Ryan White Act legislative intent.

3. In the case of individuals with an income greater than one hundred percent (100%) of the official federal poverty level and not exceeding two hundred percent (200%) of such poverty level, CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding five percent (5%) of the annual gross income of the individual involved.

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4. In the case of individuals with an income greater than two hundred percent (200%) of the official federal poverty level and not exceeding three hundred percent (300%) of such poverty line, CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding seven percent (7%) of the annual gross income of the individual involved.

5. In the case of individuals with an income greater than three hundred percent (300%) of the official federal poverty level, CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding ten percent (10%) of the annual gross income of the individual involved.

II. BUDGET

A. The following Budget is set forth for informational purposes only, and may be adjusted by mutual agreement, in writing, of CONTRACTOR and ADMINISTRATOR.

1. Medical Case Management Services

ADMINISTRATIVE COSTS	Period One	Period One	Period Two	Period Two
			\$ <u>23,229</u>	
Salaries	<u>\$ 8,520</u>	<u>\$ 10,770</u>	<u>30,614</u>	<u>\$ 13,797</u>
			<u>6,231</u>	
Benefits	<u>1,516</u>	<u>2,477</u>	<u>7,041</u>	<u>3,173</u>
Operating Expenses				
Travel/Transportation	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Equipment	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
			<u>4,191</u>	
Facility and Operations	<u>1,595</u>	<u>1,215</u>	<u>6,512</u>	<u>1,331</u>
			<u>756</u>	
Communications	<u>274</u>	<u>202</u>	<u>403</u>	<u>222</u>
			<u>1,221</u>	
Professional Service	<u>863</u>	<u>102</u>	<u>220</u>	<u>112</u>
			\$ <u>35,628</u>	
SUBTOTAL	<u>\$ 12,768</u>	<u>\$ 14,766</u>	<u>44,790</u>	<u>\$ 18,635</u>
DIRECT CARE COSTS				
			\$ <u>286,246</u>	
Salaries	<u>\$146,427</u>	<u>\$140,792</u>	<u>383,001</u>	<u>\$180,385</u>
			<u>83,578</u>	
Benefits	<u>27,223</u>	<u>32,382</u>	<u>88,090</u>	<u>41,489</u>
Operating Expenses				
			<u>841</u>	
Travel/Transportation	<u>1,402</u>	<u>1,645</u>	<u>3,773</u>	<u>2,108</u>

1	Equipment	0	0		
2				<u>54,965</u>	
3	Facility and Operations	<u>23,870</u>	<u>15,891</u>	<u>54,240</u>	<u>17,444</u>
4				<u>14,764</u>	
5	Communications	<u>7,846</u>	<u>5,737</u>	<u>4,515</u>	<u>6,863</u>
6				<u>4,703</u>	
7	Professional Service	<u>5,181</u>	<u>882</u>	<u>2,906</u>	<u>985</u>
8				<u>\$448,097</u>	
9	SUBTOTAL	<u>\$211,949</u>	<u>\$197,329</u>	<u>536,525</u>	<u>\$249,274</u>
10					
11				<u>\$483,725</u>	
12	TOTAL COSTS	<u>\$224,717</u>	<u>\$212,095</u>	<u>581,315</u>	<u>\$267,909</u>

//

2. Non-Medical Case Management Services and Client Advocacy

		Period One	Period One	Period Two	Period Two
15	ADMINISTRATIVE COSTS				
16		\$ <u>12,187</u>			
17	Salaries	<u>16,550</u>	<u>\$ 13,372</u>	<u>\$ 20,077</u>	<u>\$ 14,358</u>
18		<u>2,059</u>			
19	Benefits	<u>3,807</u>	<u>3,076</u>	<u>3,580</u>	<u>3,302</u>
20	Operating Expenses				
21	Travel/Transportation	0		0	
22	Equipment	0		0	
23		<u>1,323</u>			
24	Facility and Operations	<u>3,614</u>	<u>1,180</u>	<u>1,896</u>	<u>1,266</u>
25		<u>225</u>			
26	Communications	<u>217</u>	<u>196</u>	<u>372</u>	<u>211</u>
27		<u>315</u>			
28	Professional Service	<u>119</u>	<u>99</u>	<u>537</u>	<u>107</u>
29		<u>\$ 16,109</u>			
30	SUBTOTAL	<u>24,307</u>	<u>\$ 17,923</u>	<u>\$ 26,462</u>	<u>\$ 19,244</u>
31					
32	DIRECT CARE COSTS				
33		<u>\$120,223</u>			
34	Salaries	<u>166,039</u>	<u>\$143,042</u>	<u>\$181,771</u>	<u>\$153,586</u>
35		<u>23,948</u>			
36	Benefits	<u>38,189</u>	<u>32,899</u>	<u>30,548</u>	<u>35,325</u>
37					

Operating Expenses

	<u>002</u>			
Travel/Transportation	<u>1,273</u>	1,746	<u>1,951</u>	1,875
	<u>2</u>			
Equipment	<u>0</u>	0	0	
	<u>22,542</u>			
Facility and Operations	<u>33,986</u>	16,898	<u>33,113</u>	18,111
	<u>6,111</u>			
Communications	<u>2,672</u>	6,088	<u>10,217</u>	6,538
	<u>2,352</u>			
Professional Service	<u>1,987</u>	936	<u>4,391</u>	1,005
	<u>\$176,180</u>			
TOTAL	<u>244,146</u>	\$201,609	<u>\$261,991</u>	\$216,440
	<u>192,289</u>			
TOTAL COSTS	<u>\$268,453</u>	\$219,532	<u>\$288,483</u>	\$235,684

//

3. MAI Case Management

				Period
ADMINISTRATIVE COSTS	Period One	Period One	Period Two	Two
			3,960	
Salaries	<u>\$ 2,650</u>	<u>\$ 2,872</u>	<u>\$ 3,366</u>	
			<u>661</u>	
Benefits	<u>490</u>	<u>660</u>	<u>774</u>	<u>911</u>
Operating Expenses				
Travel/Transportation	0		0	
Equipment	0		0	
			<u>575</u>	
Facility and Operations	<u>568</u>	<u>243</u>	<u>1,057</u>	<u>307</u>
			<u>133</u>	
Communications	<u>95</u>	<u>40</u>	<u>41</u>	<u>51</u>
			<u>300</u>	
Professional Service	<u>394</u>	<u>20</u>	<u>23</u>	<u>26</u>
			<u>\$ 5,629</u>	
SUBTOTAL	<u>\$ 4,197</u>	<u>\$ 3,835</u>	<u>\$ 5,261</u>	<u>\$ 5,255</u>
DIRECT CARE COSTS				

1				\$ <u>97,685</u>	
2	Salaries	<u>\$41,054</u>	<u>\$37,334</u>	<u>96,150</u>	<u>\$51,491</u>
3				<u>15,000</u>	
4	Benefits	<u>8,004</u>	<u>8,587</u>	<u>22,115</u>	<u>11,843</u>
5	Operating Expenses				
6				<u>950</u>	
7	Travel/Transportation	<u>258</u>	<u>857</u>	<u>849</u>	<u>1,182</u>
8	Equipment	<u>0</u>		<u>0</u>	
9				<u>10,324</u>	
10	Facility and Operations	<u>6,189</u>	<u>3,024</u>	<u>16,789</u>	<u>3,846</u>
11				<u>3,590</u>	
12	Communications	<u>1,900</u>	<u>1,358</u>	<u>1,383</u>	<u>1,819</u>
13				<u>943</u>	
14	Professional Service	<u>—1,055</u>	<u>—306</u>	<u>1,317</u>	<u>—405</u>
15				<u>\$128,492</u>	
16	SUBTOTAL	<u>\$58,460</u>	<u>\$51,466</u>	<u>138,603</u>	<u>\$70,586</u>
17					
18				<u>\$134,121</u>	
19	TOTAL COSTS	<u>\$62,657</u>	<u>\$55,301</u>	<u>143,864</u>	<u>\$75,841</u>

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4. Nutritional Supplements

22	ADMINISTRATIVE COSTS	Period One	Period Two	Period Two
23			\$ 3,163	
24	Salaries	\$ 2,383	\$ 3,242	\$ 3,122
25			508	
26	Benefits	548	746	718
27	Operating Expenses			
28	Travel/Transportation	0	0	
29	Equipment	0	0	
30			458	
31	Facility and Operations	327	596	428
32			90	
33	Communications	55	47	72
34			69	
35	Professional Service	—27	26	—36
36			\$ 4,288	
37	SUBTOTAL	\$ 3,340	\$ 4,657	\$ 4,376

DIRECT CARE COSTS

		\$ 3,171	
Salaries	\$ 4,653	\$ 3,267	\$ 6,096
		671	
Benefits	1,071	751	1,402
Operating Expenses			
Travel/Transportation	0	0	
Equipment	0	0	
		1,170	
Facility and Operations	602	1,662	790
		230	
Communications	101	151	132
		157	
Professional Service	30	83	39
		47,897	
Nutritional Supplements	30,287	47,013	39,665
		\$53,296	
SUBTOTAL	\$36,744	52,927	\$48,124
TOTAL COSTS	\$40,084	\$57,584	\$52,500

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5. Food Bank Services

ADMINISTRATIVE COSTS

	Period One	Period One	Period Two	Period Two
			\$ 4,044	
Salaries	\$ 3,016	\$ 5,070	\$ 4,716	\$ 5,012
			787	
Benefits	541	1,167	1,085	1,153
Operating Expenses				
Travel/Transportation	0		0	
Equipment	0		0	
			389	
Facility and Operations	404	379	1,014	379
			76	
Communications	74	64	67	62
			54	
Professional Service	158	33	37	32

1				\$	5,350	
2	SUBTOTAL	\$ 4,193	\$ 6,713		6,919	\$ 6,638
3						
4	DIRECT CARE COSTS					
5				\$	19,320	
6	Salaries	\$ 20,133	\$22,998		20,723	\$22,740
7					4,180	
8	Benefits	5,217	5,290		4,766	5,230
9	Operating Expenses					
10					432	
11	Travel/Transportation	185	67		0	67
12	Equipment	0			0	
13					3,585	
14	Facility and Operations	3,880	2,320		8,467	2,292
15					693	
16	Communications	656	303		596	301
17					466	
18	Professional Service	634	91		326	90
19					77,784	
20	Food Expenses	69,124	46,450		70,271	45,908
21	Multi-Vitamins		0			410
22					344	
23	Non-Food Expenses	644	434		496	429
24					\$107,214	
25	SUBTOTAL	\$100,473	\$77,953		105,645	\$77,057
26						
27	TOTAL COSTS	\$104,666	\$84,666		\$112,564	\$83,695

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6. Mental Health Services

30					Period
31	ADMINISTRATIVE COSTS	Period One	Period One	Period Two	Two
32				\$	4,301
33	Salaries	\$ 2,819	\$ 2,867		7,225
34					989
35	Benefits	541	660		1,662
36	Operating Expenses				
37	Travel/Transportation	0			0

1	Equipment	0		0	
2				<u>699</u>	
3	Facility and Operations	<u>485</u>	442	<u>2,178</u>	663
4				<u>110</u>	
5	Communications	<u>85</u>	73	<u>104</u>	
6				<u>56</u>	
7	Professional Service	<u><u>380</u></u>	<u><u>37</u></u>	<u>57</u>	
8				\$ <u>-6,155</u>	
9	SUBTOTAL	<u><u>\$ -4,310</u></u>	<u>\$4,079</u>	<u>11,226</u>	<u>\$ -6,119</u>
10					
11	DIRECT CARE COSTS				
12				<u>\$104,028</u>	
13	Salaries	<u><u>\$ -76,534</u></u>	<u>\$45,394</u>	<u>76,056</u>	<u>\$ -68,090</u>
14				<u>12,000</u>	
15	Benefits	<u><u>12,785</u></u>	<u>7,827</u>	<u>15,851</u>	<u>11,740</u>
16	Operating Expenses				
17				<u>274</u>	
18	Travel/Transportation	<u>600</u>		<u>372</u>	<u>900</u>
19	Equipment	0		0	
20				<u>8,953</u>	
21	Facility and Operations	<u><u>6,442</u></u>	<u>6,112</u>	<u>27,496</u>	<u>9,167</u>
22				<u>2,064</u>	
23	Communications	<u><u>1,087</u></u>	<u>1,018</u>	<u>2,351</u>	<u>1,528</u>
24				<u>800</u>	
25	Professional Service	<u><u>1,068</u></u>	<u>304</u>	<u>1,286</u>	<u>456</u>
26				<u>2,000</u>	
27	Subcontractor	<u><u>-1,332</u></u>	<u><u>-1,333</u></u>	<u>1,636</u>	
28				<u>\$130,119</u>	
29	SUBTOTAL	<u><u>\$ -99,848</u></u>	<u>\$62,588</u>	<u>125,048</u>	<u>\$ -93,881</u>
30					
31	TOTAL COSTS	<u><u>\$104,158</u></u>	<u>\$66,667</u>	<u>\$136,274</u>	<u>\$100,000</u>

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7. Health Insurance Premium/Cost Sharing and Emergency Financial Assistance for Medications

35	ADMINISTRATIVE COSTS	Period One	Period One	Period Two	Period Two
36			\$ 518		
37	Salaries	<u><u>\$ -385</u></u>	<u>849</u>	<u>\$ 1,071</u>	<u>\$ -389</u>

1			120		
2	Benefits	<u>60</u>	<u>194</u>	<u>199</u>	<u>90</u>
3	Operating Expenses				
4	Travel/Transportation	<u>0</u>	<u>0</u>	<u>0</u>	
5	Equipment	<u>0</u>	<u>0</u>	<u>0</u>	
6			<u>80</u>		
7	Facility and Operations	<u>48</u>	<u>135</u>	<u>59</u>	
8	Communications	<u>10</u>	12	<u>10</u>	
9	Professional Service	<u><u>13</u></u>	<u>6</u>	<u><u>24</u></u>	<u><u>5</u></u>
10			\$ <u>-736</u>		
11	SUBTOTAL	<u><u>\$ -516</u></u>	<u>1,190</u>	<u><u>\$ 1,363</u></u>	<u><u>\$ -553</u></u>
12					
13	DIRECT CARE COSTS				
14	Salaries	<u><u>\$ -0</u></u>	<u><u>\$ 0</u></u>	<u><u>\$ -0</u></u>	
15	Benefits	<u>0</u>	<u>0</u>	<u>0</u>	
16	Operating Expenses	<u>0</u>	<u>0</u>	<u>0</u>	
17	Travel/Transportation	<u>0</u>	<u>0</u>	<u>0</u>	
18	Equipment	<u>0</u>	<u>0</u>	<u>0</u>	
19	Facility and Operations	<u>0</u>	<u>0</u>	<u>0</u>	
20	Communications	<u>0</u>	<u>0</u>	<u>0</u>	
21	Medical/ Insurance		<u>11,264</u>		
22	Payments	<u><u>-8,438</u></u>	<u>10,935</u>	<u><u>-13,637</u></u>	<u><u>-8,447</u></u>
23			\$ <u>11,264</u>		
24	SUBTOTAL	<u><u>\$ 8,438</u></u>	<u>10,935</u>	<u><u>\$ 13,637</u></u>	<u><u>\$ 8,447</u></u>
25					
26			<u>12,000</u>		
27	TOTAL COSTS	<u><u>\$ 8,954</u></u>	<u>12,125</u>	<u><u>\$ 15,000</u></u>	<u><u>\$ 9,000</u></u>

//

8. Home Health Care Services

30	ADMINISTRATIVE COSTS	<u>Period One</u>	<u>Period One</u>	<u>Period Two</u>	<u>Period Two</u>
31		<u>3,888</u>			
32	Salaries	<u>\$ 8,775</u>	<u>\$ -5,484</u>	<u>\$ -7,259</u>	<u>\$ -5,752</u>
33		<u>820</u>			
34	Benefits	<u>2,018</u>	<u>1,261</u>	<u>1,254</u>	<u>1,323</u>
35	Operating Expenses				
36	Travel/Transportation	0		0	
37	Equipment	0		0	

1		780			
2	Facility and Operations	1,431	837	298	880
3		143			
4	Communications	125	142	234	147
5		135			
6	Professional Service	68	70	148	75
7		5,766			
8	SUBTOTAL	\$ 12,417	\$ 7,794	\$ 9,193	\$ 8,177
9					
10	DIRECT CARE COSTS				
11	Salaries	\$ 0		\$ 0	
12	Benefits	0		0	
13	Operating Expenses	0		0	
14	Travel/Transportation	0		0	
15	Equipment	0		0	
16	Facility and Operations	0		0	
17	Communications	0		0	
18		90,251			
19	Professional Service	107,383	78,223	86,349	82,030
20		14,014			
21	Specialized Care/DME	15,200		24,458	14,700
22		104,265			
23	SUBTOTAL	\$122,583	\$ 92,237	\$110,807	\$ 96,730
24					
25		110,031			
26	TOTAL COSTS	\$135,000	\$100,031	\$120,000	\$104,907
27	9. Medical Transportation Services				
28	ADMINISTRATIVE				Period
29	COSTS	Period One	Period One	Period Two	Two
30			\$ 5,275		
31	Salaries	\$ 4,513	10,866	\$ 11,356	\$ 7,374
32			1,214		
33	Benefits	817	2,499	2,039	1,696
34	Operating Expenses				
35	Travel/Transportation	0	0	0	
36	Equipment	0	0	0	
37	Facility and Operations	865	515	935	719

			<u>2,576</u>		
			<u>86</u>		
	Communications	<u>152</u>	<u>154</u>	<u>194</u>	<u>121</u>
			<u>44</u>		
	Professional Service	<u>742</u>	<u>84</u>	<u>243</u>	<u>61</u>
			\$ <u>7,134</u>		
	SUBTOTAL	<u>\$ 7,089</u>	<u>16,179</u>	<u>\$ 14,767</u>	<u>\$ 9,971</u>
	DIRECT CARE COSTS				
			\$ <u>43,735</u>		
	Salaries	<u>\$ 37,073</u>	<u>43,663</u>	<u>\$ 59,555</u>	<u>\$ 61,140</u>
			<u>10,059</u>		
	Benefits	<u>9,218</u>	<u>10,042</u>	<u>18,235</u>	<u>14,062</u>
	Operating Expenses				
			<u>23</u>		
	Travel/Transportation	<u>13</u>	<u>0</u>	<u>74</u>	<u>32</u>
	Equipment	<u>0</u>	<u>0</u>	<u>0</u>	
			<u>19,436</u>		
	Facility and Operations	<u>28,192</u>	<u>41,336</u>	<u>31,676</u>	<u>27,172</u>
			<u>1,920</u>		
	Communications	<u>2,972</u>	<u>3,396</u>	<u>5,472</u>	<u>2,683</u>
			<u>402</u>		
	Professional Service	<u>2,111</u>	<u>2,103</u>	<u>1,809</u>	<u>563</u>
			<u>21,310</u>		
	Transportation Services	<u>26,259</u>	<u>41,759</u>	<u>29,377</u>	<u>29,733</u>
			<u>2,290</u>		
	Vehicle Maintenance	<u>3,382</u>	<u>5,492</u>	<u>3,950</u>	<u>3,201</u>
			\$ <u>99,175</u>		
	SUBTOTAL	<u>\$109,220</u>	<u>147,791</u>	<u>\$ 150,148</u>	<u>\$ 138,586</u>
			\$ <u>106,309</u>		
	TOTAL COST	<u>116,309</u>	<u>163,970</u>	<u>\$ 164,915</u>	<u>\$ 148,557</u>
				<u>\$906,685</u>	<u>\$1,512,636</u>
	10. TOTAL CONTRACT COSTS		<u>\$963,865</u>	<u>\$896,685</u>	<u>\$1,611,149</u>

B. CONTRACTOR shall submit a budget revision request to ADMINISTRATOR to request

1 budget changes hereafter. The budget revision request shall be on a form approved by or provided by
2 ADMINISTRATOR.

3 C. CONTRACTOR's cumulative total costs shall be evaluated monthly and compared to the target
4 costs at that point in the contract period. If CONTRACTOR's actual costs deviate ten percent (10%),
5 either above or below the target, ADMINISTRATOR may request a written justification and a
6 corrective action plan or request for budget revision. In the event CONTRACTOR's costs are ten
7 percent (10%) or more below the target; and CONTRACTOR's plan is not acceptable to
8 ADMINISTRATOR, or CONTRACTOR fails to submit a plan within the time period specified by
9 ADMINISTRATOR, ADMINISTRATOR may reduce the Maximum Obligation for the Period as set
10 forth on Page 3 of this Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of such
11 reduction.

12 13 **III. CLIENT GRIEVANCE REVIEW AND RESOLUTION POLICY**

14 A. CONTRACTOR shall adhere to the Client Grievance Review and Resolution Policy established
15 by ADMINISTRATOR.

16 B. CONTRACTOR shall establish and maintain a Client Grievance Resolution Policy and
17 document that each client to whom services are provided under the terms of this Agreement has
18 received the policy and that CONTRACTOR has offered to explain the policy. CONTRACTOR's
19 policy shall allow for the client to appeal CONTRACTOR's decision to ADMINISTRATOR, for review
20 if the client is unsatisfied with CONTRACTOR's final decision related to a grievance. CONTRACTOR
21 shall submit a copy of its Client Grievance Resolution Policy to ADMINISTRATOR within thirty (30)
22 calendar days of the effective date of this Agreement and within fifteen (15) calendar days of the
23 adoption by CONTRACTOR of any revisions to the policy. CONTRACTOR's Client Grievance
24 Resolution Policy is subject to approval by ADMINISTRATOR for the purpose of maintaining
25 consistency with established standards and policies.

26 27 **IV. GENERAL STAFFING REQUIREMENTS**

28 A. CONTRACTOR shall establish a written Code of Conduct for employees, subcontractors,
29 volunteers, interns and members of the Board of Directors, which shall include, but not be limited to,
30 standards related to the use of drugs and/or alcohol; staff-client relationships; prohibition of sexual
31 contact with clients; and conflict of interest. Prior to providing any services pursuant to this Agreement,
32 all members of the Board of Directors, employees, subcontractors, volunteers, and interns of
33 CONTRACTOR shall agree in writing to maintain the standards set forth in the Code of Conduct.

34 B. Prior to providing any services pursuant to this Agreement, ~~Contractor~~CONTRACTOR shall
35 establish a statement of client rights and responsibilities. CONTRACTOR may adopt Client Rights and
36 Responsibilities provided by ADMINISTRATOR, or an alternate version approved by
37 ADMINISTRATOR. Except for clients receiving Food Bank services or bus passes through the

1 Medical Transportation program, CONTRACTOR shall document that each client has received and
 2 understands Client Rights and Responsibilities. For Food Bank or Medical Transportation Services,
 3 CONTRACTOR shall post Client Rights and Responsibilities in a prominent location regularly visited
 4 by clients participating in the program.

5 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within three (3) business days, of
 6 any staffing changes that occur during the term of this Agreement.

7 //

8 **V. PAYMENTS**

9 A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs
 10 of providing the services described hereunder, less revenues which are actually received by
 11 CONTRACTOR; provided, however, that CONTRACTOR's costs are allowable pursuant to county,
 12 state, and federal regulations.

13 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual
 14 cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that
 15 the total of such payments shall not exceed the COUNTY's Maximum Obligation for each period.
 16 CONTRACTOR's billings shall be on a form approved or provided by ADMINISTRATOR and shall
 17 provide such information as is required by ADMINISTRATOR. Billings are due by the twentieth
 18 (20th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY
 19 no later than twenty-one (21) calendar days after receipt of the correctly completed billing form.

20 C. Monthly payments are interim payments only, and subject to Final Settlement in accordance
 21 with the Cost Report paragraph of this Agreement.

22 D. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source
 23 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
 24 canceled checks, receipts, receiving records, and records of services provided.

25 1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure and
 26 Revenue Report which includes a Units of Service Report on a form approved or provided by
 27 ADMINISTRATOR.

28 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the total
 29 amount of payments exceed the actual costs of providing services, ADMINISTRATOR may reduce
 30 COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the ~~period-~~
 31 ~~to-date~~ payments to CONTRACTOR and the ~~period-to-date~~ actual costs incurred by CONTRACTOR.

32 E. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay any
 33 payment, either in whole or in part, if CONTRACTOR fails to comply with any provision of this
 34 Agreement, including, but not limited to, CONTRACTOR's obligations with respect to reporting,
 35 correcting deficiencies, or delays in progressing satisfactorily in achieving all the terms of this
 36 Agreement. CONTRACTOR agrees that release of any payment withheld or delayed by
 37 ADMINISTRATOR shall be contingent upon satisfactory implementation and timeliness of

CONTRACTOR's corrective action; provided, however, that any issue not satisfactorily resolved after sixty (60) calendar days may result in CONTRACTOR's loss of such withheld or delayed funds.

F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement, or specifically agreed upon in a subsequent Agreement.

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VI. REPORTS

A. CONTRACTOR shall maintain records and make reports as required by ADMINISTRATOR. Such reports shall include, but may not be limited to, cooperating in the Evaluation of Administrative Mechanism process and its timelines. CONTRACTOR understands that failure to provide said reports or meet any of the requirements of this Reports paragraph shall be cause for ADMINISTRATOR to withhold or delay any or a portion of payments to CONTRACTOR, as specified in the Payments paragraph of this Exhibit A to the Agreement.

B. FISCAL

1. In support of monthly billings, CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services paragraph of this Exhibit A to the Agreement, the number of HIV infected individuals served, and the number of service units provided by CONTRACTOR with funds from this Agreement- (Units of Service Report). The reports shall be due to ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported, unless otherwise agreed to in writing by ADMINISTRATOR.

2. CONTRACTOR shall submit quarterly Year-End-of-Period Projection Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report anticipated units of services to be provided, and projected period~~year~~-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services paragraph of this Exhibit A to the Agreement. Such reports shall include the actual monthly costs and revenues as of the date submitted and anticipated monthly costs and revenues projected through period~~year~~-end. Year-End-of-Period Projection Reports shall be due on the following dates: June 15, 2010; September 15, 2010~~8~~; and December 1, 2008; ~~June 15, 2009; September 15, 2009; and December 1, 2009;~~2010 unless otherwise agreed to in writing by ADMINISTRATOR.

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report staff by position, actual staff hours worked, and the employees' names, and shall indicate which staff have taken Compliance Training in accordance with the Compliance paragraph of this Agreement. The reports shall be due to ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported, unless otherwise agreed to in writing by ADMINISTRATOR.

D. PROGRAMMATIC – CONTRACTOR shall submit quarterly programmatic reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall include but not be limited to, staff changes and corresponding impact on services, status of licensure and/or certifications, changes in populations being served and reasons for any such changes. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and, if not, shall specify what steps will be taken to achieve satisfactory progress. The reports shall be due on the following dates: June 15, 2010; ~~September 15, 2008; 2010; and December 15, 2008; March 15, 2009; June 15, 2009; September 15, 2009; December 15, 2009; and March 15, 2010; 2010;~~ unless otherwise agreed to in writing by ADMINISTRATOR.

E. CONTRACTOR shall submit a year-end narrative report summarizing program activities, accomplishments and challenges, including efforts at client outreach and orientation. The report shall be due on May 31, 2011, unless otherwise agreed to in writing by ADIMISTRATOR.

F. Ryan White Data or Services Reports (RWDR/RSR) – CONTRACTOR shall submit to ADMINISTRATOR in a format provided or approved by ADMINISTRATOR, documentation of services provided, including characteristics of clients receiving those services and descriptive information about CONTRACTOR’s organization. RWDR/RSR documentation shall be received by ADMINISTRATOR no later than February 1 for the preceding calendar year.

G. Countywide Data Reporting – CONTRACTOR shall fully comply with ADMINISTRATOR requirements for real-time data reporting of client demographics and selected service delivery information for Ryan White funded services. For purposes of this Agreement, real-time data reporting shall be defined as entering data into the COUNTY’s designated data system within two (2) business days of providing services. For other service delivery information, CONTRACTOR shall enter data into the COUNTY’s designated data system within five (5) business days of providing services. ADMINISTRATOR and CONTRACTOR shall confer and mutually agree to which service delivery information must be reported within two (2) days of providing services.

H. QUALITY MANAGEMENT (QM) REPORTS – CONTRACTOR shall submit a QM Report with appropriate signature(s) to ADMINISTRATOR for ~~Period One and Period Two of~~ this Agreement. The QM Report shall be due by March 31 ~~of the year following the end of the Period being reported,~~ 2011. The QM Report shall be submitted in a format provided or approved by ADMINISTRATOR. The QM Report shall include but not be limited to:

1. Summary of QM activities;
2. Service-specific outcome measure results;
3. Summary of findings; and
4. Summary of how findings will be addressed.

I. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as required by ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and, when possible, shall

allow thirty (30) calendar days for CONTRACTOR to respond.

VII. SERVICES

A. CONTRACTOR shall make all services specified herein available to eligible persons who reside in Orange County and are infected with the ~~Human Immunodeficiency Virus (HIV)~~, HIV, in accordance with this Agreement. Parties understand that standards of care are being developed for HIV Services. CONTRACTOR shall adhere to standards of care approved by ADMINISTRATOR.

1. CONTRACTOR acknowledges that this Agreement is funded through the Ryan White Act, and that said funding is to be funding of last resort and may only be used to provide services when adequate alternative services are unavailable and no other resources exist to fund the services.

2. CONTRACTOR shall develop and maintain formal referral relationships with appropriate entities to facilitate early intervention services for low-income individuals with HIV/AIDS. Signed Memoranda of Understanding (MOU) with major points of entry shall be established and must include the names of parties involved, time frame of agreement, and a clearly defined referral process, including follow-up. CONTRACTOR shall keep the original signed MOUs in a central file and send a copy of each MOU to ADMINISTRATOR. CONTRACTOR shall coordinate referral processes with appropriate programs of ADMINISTRATOR, but is not required to enter into MOUs to do so.

3. CONTRACTOR shall verify eligibility for services including, but not limited to, financial eligibility and HIV status, based on criteria provided or approved by ADMINISTRATOR. Eligibility verification shall be documented in writing in each client's file on forms provided or approved by ADMINISTRATOR.

4. CONTRACTOR shall maintain files for all clients. Files, at a minimum, shall contain information on name, address, ethnicity, gender, date of birth, verification of HIV status, eligibility for services, financial status, types of service provided, referrals, and emergency contact.

5. CONTRACTOR shall establish protocols for each of the contracted services within thirty (30) calendar days after contract commencement and submit the protocols to ADMINISTRATOR for approval. Protocols shall be consistent with contractual program requirements and standards of care provided by ADMINISTRATOR.

6. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to adjust the Eligibility, Units of Service and Staffing subparagraphs set forth below for each program.

7. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding source, with respect to any person who receives services under the terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

8. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to:

records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

9. It is understood by both parties that ADMINISTRATOR places a high degree of importance on the availability of accurate and timely data. Examples include data on costs, utilization, and the cost-effectiveness of HIV-related services. CONTRACTOR shall cooperate fully in meeting data requests and requirements specified by ADMINISTRATOR, including, at minimum, monthly entry of client demographic data, service eligibility verification, service utilization information, and instant reporting of service delivery. In addition, CONTRACTOR shall submit any data or report required by the funding source of agencies providing services with Ryan White Act, ~~Minority AIDS Initiative (MAI)~~ funds, and any data or report required by the department of Housing and Urban Development of agencies when providing services with Housing Opportunities for Persons with AIDS (HOPWA) funds.

B. MEDICAL CASE MANAGEMENT SERVICES

1. DEFINITION – The provision of a range of client-centered services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments are the primary components of medical case management.

2. ELIGIBILITY

a. CONTRACTOR shall verify eligibility and provide Medical Case Management services to individuals who meet Ryan White eligibility requirements and whose needs assessments, as determined by the case manager, meet criteria for Medical Case Management.

b. CONTRACTOR shall document verification of eligibility, in COUNTY's designated data system, and in writing, in each client's file on forms provided or approved by ADMINISTRATOR.

c. Client may not be enrolled in multiple case management programs.

3. SCOPE OF SERVICES

a. CONTRACTOR shall provide access to a full range of case management services to ensure timely and coordinated access to medically appropriate levels of health and support services. Medical Case Management should also ensure continuity of care through ongoing assessment of the client's needs and personal support systems. Key activities include:

- 1) Client intake;
- 2) Comprehensive assessment of client needs;
- 3) Education;
- 4) Development of individual service plans;
- 5) Referral/advocacy and coordination of services;
- 6) Follow-up and monitoring of client progress;
- 7) Coordination of medical care; and
- 8) Discharge planning.

b. Medical Case Management services shall:

1) Support clients in receiving consistent and appropriate medical care to achieve the primary goal of stable and/or improving health;

2) Assist clients in achieving secondary goals, which include, but shall not be limited to: stable and adequate income; housing; transportation to medical care or substance abuse treatment; harm reduction related to alcohol and/or drug use; risk reduction related to sexual behavior, sobriety, mental health; and appropriate referrals to substance abuse treatment programs and mental health services.

c. CONTRACTOR shall implement appropriate strategies to improve access to care and adherence to treatment.

d. CONTRACTOR shall provide Medical Case Management activities as follows and shall include written justification for providing services to individual clients in the client's home, in the hospital, or at any location other than CONTRACTOR's offices. All activities related to the client's care shall be documented in the client record. CONTRACTOR shall conduct the following activities:

1) Client Intake:

a) Perform client screening and intake within five (5) business days of the client's referral or initial client contact. Client intake shall include gathering of pertinent client information necessary to establish the client's eligibility, including client's HIV status, medical or dental coverage, documentation of income, and primary residency, as necessary.

b) Provide client with information that includes: client's rights and responsibilities, information about filing a grievance, and notice of privacy practices. The case manager should also obtain required documents, including informed consent form, signed receipt of rights and responsibilities, and releases of information, as appropriate.

2) Comprehensive Assessment:

a) Begin assessment of client within one (1) week of client intake and complete assessment within two (2) weeks. Areas of assessment should include, but not be limited to: medical need; understanding of HIV transmission factors; substance use; mental health issues; financial needs; nutritional needs; housing and living situation; social and emotional support; legal issues; and transportation.

b) Utilize a comprehensive client assessment tool and complete a client acuity scale as determined by agreement between ADMINISTRATOR and CONTRACTOR to record and monitor client needs.

c) Match the education/experience level of the case manager to client acuity/needs. Where appropriate, CONTRACTOR may use an interdisciplinary team approach to case management.

d) Periodically assess and re-evaluate client's level of functioning and changing clinical and psychological needs. As specified by ADMINISTRATOR in the Standards of Care,

CONTRACTOR shall conduct formal reassessment at minimum as follows, depending on the client's health status and level of functioning as determined by the primary case manager.

//

Level of Case Management	General Case Load	Client Acuity Level	Minimum Assessment Frequency	Minimum Contact Frequency
Basic	81-110	Low	6 months	3 months
Moderate	51-80	Moderate	3 months	1 month
Intensive	30-50	High	2 months	1 month

e) Maintain regular and appropriate contact with clients or with person(s) responsible for providing care, in the case of dependent clients; and maintain a system for assisting on-going communication via face-to-face contact, mail and/or telephone follow-up. Periodicity should be based on client need and acuity level and on minimum standards set by ADMINISTRATOR in the Standards of Care.

3) Education – Incorporate general and client-specific prevention education into case management sessions.

4) Individualized Service Plan (ISP):

a) Develop an ISP with specific client goals, actions to be taken, timeframes for actions, and responsible parties for each activity within thirty (30) calendar days of the client's intake.

b) Work collaboratively with the client and involve the client in the development of the ISP.

c) Modify the ISP as the client's needs change. CONTRACTOR shall update the ISP at a minimum of every six (6) months.

5) Referral/Advocacy and Coordination of Services:

a) Based on the client's intake and assessment (acuity level), refer client to appropriate health, social services, and entitlement programs available in-house or in the community (inclusive of HIV-related and non-HIV-related private and/or governmental services).

b) Contact agency to which client was referred to make sure linkages were established.

6) Follow-Up and Monitoring:

a) Periodically contact client to assess and re-evaluate client's level of functioning and changing clinical and psychological needs, based on assessed acuity.

b) Respond in a timely and appropriate manner to client requests for assistance and to client needs.

c) Conduct follow-up on clients who fall out of care.

d) Make reasonable attempts to maintain clients who have behavioral issues that impede delivery of services in Case Management. This may include establishing behavioral contracts

1 for continuation of services. CONTRACTOR shall notify ADMINISTRATOR of any situation
2 necessitating behavioral contracts for continuation of services.

3 7) Coordination of Medical Care:

4 a) Assess client's access to medical care and any barriers to care. Case managers
5 shall make an effort to identify barriers to adherence.

6 b) Monitor client medication adherence and provide assistance as appropriate.

7 c) Communicate barriers to adherence to client's medical care providers.

8 8) Discharge Planning:

9 a) Document discharge of client in client file. Clients may be discharged from
10 Medical Case Management for many causes including, but not limited to, death, determination of
11 ineligibility for services, determination that client no longer needs services, client choice, transfer to
12 other agency, client behaviors resulting in an inability to provide appropriate case management services,
13 and loss to follow-up.

14 b) Make reasonable and appropriate attempts to locate and communicate with
15 clients lost to follow-up before termination of services, including, but not limited to, contacting medical
16 providers, other service providers, and emergency contacts, within the constraints of previously signed
17 releases of information. The case manager may refer the case to an outreach worker in an attempt to
18 bring the client back into care if attempts to locate client have been unsuccessful. Referrals to the
19 outreach worker shall be documented in the client's chart as part of a termination plan.

20 c) Facilitate discontinuation of services with assistance from other collaborative
21 service providers, as appropriate, and prepare a summary noting case disposition and measurement of
22 progress toward identified goals and place the summary in the client record.

23 d) Prepare a case summary, if client requests a referral to a new provider.

24 e. ~~MEDICAL-CASE MANAGEMENT LEVELS AND STANDARDS OF CARE~~

25 1) Medical Case Management levels and service intervals are determined first and
26 foremost by client needs as assessed by the case manager and by best practices identified by the
27 community.

28 2) CONTRACTOR shall adhere to Minimum Standards of Care, determined by the
29 community and provided by ADMINISTRATOR, in providing services. For purposes of this
30 Agreement, the following two levels are provided as guidelines for assignment of clients to Medical
31 Case Management and determination of staff caseloads.

32 a) Moderate – Clients with moderate acuity and regular, ongoing need for
33 assistance and support to meet needs. Staff performing moderate level case management shall have a
34 minimum of Bachelor's degree in a social service field or comparable case management experience.
35 Moderate level case management requires, at minimum, monthly contact with clients and quarterly
36 (every three months) reassessments of needs. Moderate level caseloads are generally expected to be
37 fifty-one (51) to eighty (80) clients.

b) Intensive – Clients with significant health and/or psychosocial needs including psychiatric disorders, active substance abuse, or other factors causing severe disruption in function and access to care and services, requiring intensive assistance and support to meet needs. Staff performing intensive level case management shall have a Master’s degree in a social service field or a nursing degree. Intensive level case management requires, at minimum, monthly contact with clients and face-to-face bi-monthly (every two months) reassessments of needs. Intensive level caseloads are generally expected to be thirty (30) to fifty (50) clients.

f. CONTRACTOR shall implement services in adherence to the Common Standard of Care and Case Management Standards of COUNTY developed by ADMINISTRATOR.

g. CONTRACTOR shall comply with ADMINISTRATOR’s program evaluation requirements, including development and implementation of a Quality Management Plan. Unless modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, the plan will include the following Medical Case Management measurements:

- 1) Client CD4 counts;
- 2) Client viral load counts;
- 3) Client access to medical care; and
- 4) Client acuity scores.

h. ADMINISTRATOR reserves the right to identify certain clients who need immediate attention, for whom CONTRACTOR will conduct an assessment within two (2) business days.

4. UNITS OF SERVICE – CONTRACTOR shall, at minimum, provide the following units of service:

	<u>Period</u>				
	<u>One</u>				
	<u>Units of</u>	<u>Period</u>	<u>Period</u>	<u>Period</u>	<u>Period</u>
	<u>Service</u>	<u>One</u>	<u>One</u>	<u>Two</u>	<u>Two</u>
Moderate - Bachelor’s Level					
	<u>135</u>				
Face-to-face contacts	<u>144</u>	87		<u>184</u>	118
	<u>94</u>				
Unduplicated clients	<u>37</u>	<u>27</u>	40	<u>100</u>	32
Moderate - Master’s or Nurse Case Manager					
	<u>165</u>				
Face-to-face contacts	<u>205</u>	135		<u>206</u>	171
	<u>90</u>				
Unduplicated clients	<u>56</u>	<u>38</u>	12	<u>69</u>	44
Intensive					

1		375			
2	Face-to-face contacts	1,062	142	577	332
3		131			
4	Unduplicated clients	177	52	17	124
5	//				
6	5. STAFFING				
7	a. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full				
8	Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours worked per week:				
9					
10		Period	Period		
11		One	One	Period Two	Period
12	ADMINISTRATIVE STAFF	FTEs	FTEs	FTEs	Two FTEs
13				0.0540	
14	Director – Accounting and Operations	0.0540	0.0440	0.1000	0.0376
15				0.0540	
16	Finance Administrator	0.0540	0.0440	0.1000	0.0376
17				0.0540	
18	Data Manager	0.0540	0.0440	0.1000	0.0376
19				0.0540	
20	Accounting Clerk	0.0540	0.0440	0.1000	0.0376
21				0.0540	
22	Network Administrator	0.0540	0.0440	0.1000	0.0376
23	Administrative			0.0371	
24	Executive Assistant	0.0221		0.0300	0.0189
25				0.0221	
26	Executive Director	0.0371		0.0400	0.0317
27				0.3292	
28	SUBTOTAL	0.3292	0.2792	0.5700	0.2386
29					
30	DIRECT CARE STAFF				
31				0.0500	
32	Director – Clinical Services	0.2653		0.4000	0.2266
33				0.2500	
34	Supervising Nurse Case Manager	0.1769		0.4700	0.1511
35				1.0000	
36	Nursing Case Manager	0.7076		1.8800	0.6044
37	Case Management Assistant	0.0884		0.1000	0.0755

1				<u>0.5600</u>	
2				<u>1.0000</u>	
3	Supervising Social Worker	0.8845		0.6600	0.7555
4				<u>1.2480</u>	
5	Social Workers	0.8845		2.0400	0.7555
6				<u>0.0400</u>	
7	Social Services Case Manager	0.5749		0.2800	0.4911
8				<u>4.0480</u>	
9	SUBTOTAL	3.5821		6.2900	3.0597
10					
11				<u>4.3772</u>	
12	TOTAL FTEs	<u>3.9113</u>	3.8613	6.8600	3.2983

b. CONTRACTOR shall employ Nursing Case Managers who possess a current California license as a Registered Nurse (RN).

c. CONTRACTOR shall make its best effort to hire staff with home care experience and staff with bilingual capabilities in Spanish/English to assist with case management services.

d. CONTRACTOR shall employ Social Worker Case Managers who are Licensed Social Workers or who possess a Master's degree in Social Work or comparable degree and experience. Social Workers must have experience in HIV service provision, substance abuse treatment, and/or psychiatric care management.

e. CONTRACTOR's staff shall include persons who are directly responsible for supervising the Medical Case Managers, developing Medical Case Management protocols in conjunction with County staff, acting as a liaison with ADMINISTRATOR, and preparing periodic programmatic reports as required.

C. NON-MEDICAL CASE MANAGEMENT SERVICES AND CLIENT ADVOCACY

1. DEFINITIONS

a. Non-Medical Case Management - The provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Non-Medical Case Management does not include coordination and follow-up of medical treatment, as does medical case management; however, assistance with coordination and follow-up may be provided, when appropriate.

b. Client Advocacy – The provision of education and referral services to assist clients, whose assessed acuity does not require case management, in getting appropriate care and services.

2. ELIGIBILITY

a. CONTRACTOR shall verify eligibility and provide services to individuals who meet Ryan White eligibility requirements and whose needs assessments, as determined by the case manager, meet criteria for Non-Medical Case Management or Client Advocacy.

b. CONTRACTOR shall document verification of eligibility, in COUNTY's designated data system, and in writing, in each client's file on forms provided or approved by ADMINISTRATOR.

c. Clients may not be enrolled in multiple case management programs.

3. SCOPE OF SERVICES

a. CONTRACTOR shall provide access to a full range of case management services appropriate for non-medical case management. These services ensure timely and coordinated access to appropriate levels of health and support services. Key activities include:

- 1) Client intake;
- 2) Comprehensive assessment of client needs;
- 3) Education;
- 4) Development of individual service plans;
- 5) Referral/advocacy and coordination of services;
- 6) Follow-up and monitoring of client progress;
- 7) Coordination of medical care; and
- 8) Discharge planning.

b. Non-Medical Case Management should ensure continuity of care through ongoing assessment of the client's needs and personal support systems. Non-Medical Case Management shall:

- 1) Support clients in receiving consistent and appropriate services to achieve the primary goal of stable and/or improving health;
- 2) Assist clients in achieving secondary goals, which include, but shall not be limited to stable and adequate income; housing; transportation to medical care or substance abuse treatment; harm reduction related to alcohol and/or drug use; risk reduction related to sexual behavior, sobriety, mental health; and appropriate referrals to substance abuse treatment programs and mental health services.

c. CONTRACTOR shall implement appropriate strategies to improve access to care and adherence to treatment.

d. CONTRACTOR shall provide Non-Medical Case Management activities as follows and shall include written justification for providing services to individual clients in the client's home, in the hospital, or at any location other than CONTRACTOR's offices. All activities relate to the client's care shall be documented in the client record. CONTRACTOR shall conduct the following activities:

1) Client Intake:

a) Perform client screening and intake within five (5) business days of the client's referral or initial client contact. Client intake shall include gathering of pertinent client information necessary to establish the client's eligibility, including client's HIV status, medical or dental coverage, documentation of income, and primary residency, as necessary.

b) Provide client with information that includes: client's rights and responsibilities, information about filing a grievance, and notice of privacy practices. The case manager

should also obtain required documents, including: informed consent form, signed receipt of rights and responsibilities, and releases of information as appropriate.

2) Comprehensive Assessment:

a) Begin assessment of client within one (1) week of client intake and complete assessment within two (2) weeks. Areas of assessment should include, but not be limited to: medical need; understanding of HIV transmission factors; substance use; mental health issues; financial needs; nutritional needs; housing and living situation; social and emotional support; legal issues; and transportation.

b) Utilize a comprehensive client assessment tool and complete a client acuity scale as determined by agreement between ADMINISTRATOR and CONTRACTOR to record and monitor needs.

c) Match the education/experience level of the case manager to client acuity/needs. Where appropriate, CONTRACTOR may use an interdisciplinary team approach to case management.

d) Periodically assess and re-evaluate client's level of functioning and changing clinical and psychological needs. As specified by ADMINISTRATOR in the Standards of Care, CONTRACTOR shall conduct formal reassessment at minimum as follows, depending on the client's health status and level of functioning as determined by the primary case manager.

//

Level of Case Management	General Case Load	Client Acuity Level	Minimum Assessment Frequency	Minimum Contact Frequency
Basic	81-110	Low	6 months	3 months
Moderate	51-80	Moderate	3 months	1 month
Intensive	30-50	High	2 months	1 month

e) Maintain regular and appropriate contact with clients or with person(s) responsible for providing care, in the case of dependent clients; and maintain a system for assisting on-going communication via face-to-face contact, mail and/or telephone follow-up. Periodicity should be based on client need and acuity level and on minimum standards set by ADMINISTRATOR in the Standards of Care, as noted above.

3) Education - Incorporate general and client-specific prevention education into case management sessions.

4) Individualized Service Plan (ISP):

a) Develop an ISP with specific client goals, actions to be taken, timeframes for actions, and responsible parties for each activity within thirty (30) calendar days of the client's intake.

b) Work collaboratively with the client and involve the client in the development

1 of the ISP.

2 c) Modify the ISP as the client's needs change. CONTRACTOR shall update the
3 ISP at a minimum of every six (6) months.

4 5) Referral/Advocacy and Coordination of Services:

5 a) Based on the client's intake and assessment (acuity level), refer client to the
6 appropriate health, social services, and entitlement programs available in-house or in the community
7 (inclusive of HIV-related and non-HIV-related private and/or governmental services).

8 b) Contact agency to which client was referred to make sure linkages were
9 established.

10 6) Follow-Up and Monitoring:

11 a) Periodically contact clients to assess and re-evaluate client's level of
12 functioning and changing clinical and psychological needs based on assessed acuity.

13 b) Respond in a timely and appropriate manner to client requests for assistance
14 and to client needs.

15 c) Conduct follow-up on clients who fall out of care.

16 d) Make reasonable attempts to maintain clients who have behavioral issues that
17 impede delivery of services in Case Management. This may include establishing behavioral contracts
18 for continuation of services. CONTRACTOR shall notify ADMINISTRATOR of any situation
19 necessitating behavioral contracts for continuation of services.

20 7) Coordination of Medical Care:

21 a) Assess client's access to medical care and any barriers to care. Case managers
22 shall make an effort to identify barriers to adherence.

23 b) Monitor client medication adherence and provide assistance as appropriate.

24 c) Communicate barriers to adherence to client's medical care providers.

25 8) Discharge Planning:

26 a) Document discharge of client in client file. Clients may be discharged from
27 Medical Case Management for many causes including, but not limited to, death, determination of
28 ineligibility for services, determination that client no longer needs services, client choice, transfer to
29 other agency, client behaviors resulting in an inability to provide appropriate case management services,
30 and loss to follow-up.

31 b) Make reasonable and appropriate attempts to locate and communicate with
32 clients lost to follow-up before terminating services, including, but not limited to, contacting medical
33 providers, other service providers, and emergency contacts, within the constraints of previously signed
34 releases of information. The case manager may refer the case to an outreach worker in an attempt to
35 bring the client back into care if attempts to locate client have been unsuccessful. Referrals to the
36 outreach worker shall be documented in the client's chart as part of a termination plan.

37 c) Facilitate discontinuation of services with assistance from other collaborative

service providers as appropriate, and prepare a summary noting case disposition and measurement of progress toward identified goals and place the summary in the client record.

d) Prepare a case summary, if client requests a referral to a new provider.

e. ~~NON-MEDICAL CASE MANAGEMENT LEVELS AND STANDARDS OF CARE~~

1) Non-Medical Case Management levels and service intervals are determined, first and foremost, by client needs as assessed by the case manager and by best practices identified by the community.

2) CONTRACTOR shall adhere to Minimum Standards of Care, determined by the community and provided by ADMINISTRATOR, in providing services. For the purposes of this Agreement, the following is provided as a guideline for assignment of clients to Non-Medical Case Management and determination of staff caseloads: Basic – The least intensive level of case management for low-acuity clients who need only minimal assistance and support to meet needs. Staff performing basic level case management shall have a minimum of Bachelor's degree in a social service field or comparable case management experience. Basic level case management requires, at minimum, quarterly contact with clients and semi-annual (every six months) reassessments of needs. Caseloads for Case Managers are generally expected to be eighty-one (81) to one hundred ten (110) clients.

f. CONTRACTOR shall implement services in adherence to the Common Standards of Care and Case Management Standards of Care developed by ADMINISTRATOR.

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g. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation requirements, including development and implementation of a Quality Management Plan. Unless modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, the plan will include the following Non-Medical Case Management measurements:

1) Client linkage to services; and

2) Client acuity scores.

4. UNITS OF SERVICE – CONTRACTOR shall, at minimum, provide the following units of service:

	<u>Period</u> <u>One</u> <u>Units of</u> <u>Service</u>	<u>Period</u> <u>One</u>	<u>Period</u> <u>One</u>	<u>Period</u> <u>Two</u>	<u>Period</u> <u>Two</u>
Basic - Bachelor's Level					
Face-to-face contacts	402 650	480	718	615	771
Unduplicated clients	296 325	267	76	249	428
Client Advocacy					
Face-to-face contacts	150				

Unduplicated clients 150

5. STAFFING

a. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours worked per week:

	Period One	Period One	Period	Period
	FTEs	FTEs	Two FTEs	Two FTEs
ADMINISTRATIVE STAFF				
	0.0670			
Director – Accounting and Operations	0.0533	0.0420	0.0670	0.0420
	0.0670			
Finance Administrator	0.0533	0.0420	0.0670	0.0420
	0.0670			
Data Manager	0.0533	0.0420	0.0670	0.0420
	0.0670			
Accounting Clerk	0.0533	0.0420	0.0670	0.0420
	0.0670			
Network Administrator	0.0533	0.0420	0.0670	0.0420
Administrative	0.0168			
Executive Assistant	0.0134		0.0168	
	0.0282			
Executive Director	0.0224		0.0282	
	0.3800			
SUBTOTAL	0.3023	0.2550	0.3800	0.2550
DIRECT CARE STAFF				
	0.2016			
Director – Clinical Services	0.2387		0.3000	0.2016
	0.1008			
Case Management Assistant	0.1194		0.1500	0.1008
Supervising	0.4705			
Social Services Case Managers	1.2731		0.6200	0.4705
Social Services Case Managers Social	2.8092			
Services Case Supervisors	1.2890		3.6000	2.8092
Social Worker	0.7957			
	3.5821			
SUBTOTAL	3.7159		4.6700	3.5821
TOTAL FTEs	3.9621	3.8371	5.0500	3.8371

4.0182

b. CONTRACTOR shall employ Non-Medical Case Managers who possess, at minimum a Bachelor's degree in a social service field or comparable case management experience.

c. CONTRACTOR's staff shall include persons who are directly responsible for supervising Case Managers, developing Non-Medical Case Management protocols in conjunction with County staff, acting as a liaison with ADMINISTRATOR, and preparing periodic programmatic reports as required.

D. MEDICAL CASE MANAGEMENT SERVICES ~~—MINORITY AIDS INITIATIVE (MAI)—~~ MAI

1. DEFINITION – The provision of a range of client-centered services that link clients from ethnic groups that are disproportionately represented in the HIV epidemic with health care, psychosocial, and other services. The coordination and follow-up of medical treatments are primary components of medical case management.

2. ELIGIBILITY

a. CONTRACTOR shall verify eligibility and provide Medical Case Management – MAI services to individuals who meet Ryan White and MAI eligibility requirements.

b. CONTRACTOR shall document verification of eligibility, in COUNTY's designated data system, and in writing, in each client's file on forms provided or approved by ADMINISTRATOR.

c. Clients may not be enrolled in multiple case management programs.

3. SCOPE OF SERVICES

a. CONTRACTOR shall provide timely and coordinated access to medically appropriate levels of health and support services for MAI medical case management. These services should ensure continuity of care through ongoing assessment of the client's needs and personal support systems. CONTRACTOR shall focus on providing services to African-American clients. Key activities include:

- 1) Client intake;
- 2) Comprehensive assessment of client needs;
- 3) Education;
- 4) Development of individual service plans;
- 5) Referral/advocacy and coordination of services;
- 6) Follow-up and monitoring of client progress;
- 7) Coordination of medical care; and
- 8) Discharge planning.

b. Medical Case Management – MAI services shall:

- 1) Support clients in receiving consistent and appropriate medical care to achieve the primary goal of stable and/or improving health;
- 2) Assist clients in achieving secondary goals which include, but shall not be limited

to: stable and adequate income; housing; transportation to medical care or substance abuse treatment; harm reduction related to alcohol and/or drug use; risk reduction related to sexual behavior, sobriety, mental health; and appropriate referrals/linkages to substance abuse treatment programs and mental health services;

c. CONTRACTOR shall implement appropriate strategies to improve access to care and adherence to treatment.

d. CONTRACTOR shall provide Medical Case Management – MAI activities as follows and shall include written justification for providing services to individual clients in the client's home, in the hospital, or at any location other than CONTRACTOR's offices. All activities related to the client's care shall be documented in the client record. CONTRACTOR shall conduct the following activities:

1) Client Intake:

a) Perform client screening and intake within five (5) business days of the client's referral or initial client contact. Client intake shall include gathering of pertinent client information necessary to establish the client's eligibility, including client's HIV status, medical or dental coverage, documentation of income, and primary residency, as necessary.

b) Provide client with information that includes: client's rights and responsibilities, information about filing a grievance, and notice of privacy practices. The case manager should also obtain required documents, including: informed consent form, signed receipt of rights and responsibilities, and releases of information as appropriate.

2) Comprehensive Assessment:

a) Begin assessment of client within one (1) week of client intake and complete assessment within two (2) weeks. Areas of assessment should include, but not be limited to: medical need; understanding of HIV transmission factors; substance use; mental health issues; financial needs; nutritional needs; housing and living situation; social and emotional support; legal issues; and transportation.

b) Utilize a comprehensive client assessment tool and complete a client acuity scale as determined by agreement between ADMINISTRATOR and CONTRACTOR to record and monitor client needs.

c) Match the education/experience level of the case manager to client acuity/needs. Where appropriate, CONTRACTOR may use an interdisciplinary team approach to case management.

d) Periodically assess and re-evaluate client's level of functioning and changing clinical and psychological needs. As specified by ADMINISTRATOR in the Standards of Care, CONTRACTOR shall conduct formal reassessment at minimum as follows, depending on the client's health status and level of functioning as determined by the primary case manager.

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Level of Case	General Case	Client Acuity	Minimum Assessment	Minimum Contact
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Management	Load	Level	Frequency	Frequency
Basic	81-110	Low	6 months	3 months
Moderate	51-80	Moderate	3 months	1 month
Intensive	30-50	High	2 months	1 month

e) Maintain regular and appropriate contact with clients or with person(s) responsible for providing care, in the case of dependent clients; and maintain a system for assisting ongoing communication via face-to-face contact, mail, and/or telephone follow-up. Periodicity should be based on client need and acuity level and on minimum standards set by ADMINISTRATOR in the Standards of Care, as noted above.

3) Education - Incorporate general and client-specific prevention education into case management sessions.

4) Individualized Service Plan (ISP):

a) Develop an ISP with specific client goals, actions to be taken, timeframes for actions, and responsible parties for each activity within thirty (30) calendar days of the client's intake.

b) Work collaboratively with the client and involve the client in the development of the ISP.

c) Modify the ISP as the client's needs change. CONTRACTOR shall update the ISP at a minimum of every six (6) months.

5) Referral/Advocacy and Coordination of Services:

a) Based on the client's intake and assessment (acuity level), refer client to appropriate health, social services, and entitlement programs available in-house or in the community (inclusive of HIV-related and non-HIV-related private and/or governmental services).

b) Contact agency to which client was referred to make sure linkages were established.

6) Follow-Up and Monitoring:

a) Periodically contact clients to assess and re-evaluate client's level of functioning and changing clinical and psychological needs based on assessed acuity.

b) Respond in a timely and appropriate manner to client requests for assistance and to client needs.

c) Conduct follow-up on clients who fall out of care.

d) Make reasonable attempts to maintain clients who have behavioral issues that impede delivery of services in Case Management. This may include establishing behavioral contracts for continuation of services. CONTRACTOR shall notify ADMINISTRATOR of any situation necessitating behavioral contracts for continuation of services.

7) Coordination of Medical Care:

a) Assess client's access to medical care and any barriers to care. Case managers

1 shall make an effort to identify barriers to adherence.

2 b) Monitor client medication adherence and provide assistance as appropriate.

3 c) Communicate barriers to adherence to client's medical care providers.

4 8) Discharge Planning:

5 a) Document discharge of client in client file. Clients may be discharged from
6 Medical Case Management – MAI for many causes including, but not limited to, death, determination of
7 ineligibility for services, determination that client no longer needs services, client choice, transfer to
8 other agency, client behaviors resulting in an inability to provide appropriate case management services,
9 and loss to follow-up.

10 b) Make reasonable and appropriate attempts to locate and communicate with
11 clients lost to follow-up before termination of services, including, but not limited to, contacting medical
12 providers, other service providers, and emergency contacts, within the constraints of previously signed
13 releases of information. The case manager may refer the case to an outreach worker in an attempt to
14 bring the client back into care if attempts to locate client have been unsuccessful. Referrals to the
15 outreach worker shall be documented in the client's chart as part of a termination plan.

16 c) Facilitate discontinuation of services with assistance from other collaborative
17 service providers as appropriate, and shall prepare a summary noting case disposition and measurements
18 of progress toward identified goals and place the summary in the client record.

19 d) Prepare a case summary, when requested by client who wishes to transfer to a
20 new provider.

21 e. MEDICAL CASE MANAGEMENT – MAI LEVELS ~~AND STANDARDS OF CARE~~

22 1) Medical Case Management – MAI levels and service intervals are determined first
23 and foremost by client needs as assessed by the case manager and by best practices identified in the
24 community.

25 2) CONTRACTOR shall adhere to Minimum Standards of Care, determined by the
26 community and provided by ADMINISTRATOR, in providing services. For the purposes of this
27 Agreement, the following two (2) levels are provided as guidelines for assignment of clients to Medical
28 Case Management – MAI and determination of staff caseloads.

29 a) Moderate – Clients with moderate acuity and regular, ongoing need for
30 assistance and support to meet needs. Staff performing moderate level case management shall have a
31 minimum of Bachelor's degree in a social service field or comparable case management experience.
32 Moderate level case management requires, at minimum, monthly contact with clients and face-to-face
33 quarterly (every three months) reassessment of needs. Moderate level case loads are generally expected
34 to be fifty-one (51) to eighty (80) clients.

35 b) Intensive – Clients with significant health and/or psychosocial needs including
36 psychiatric disorders, active substance abuse, or other factors causing severe disruption in function and
37 access to care and services, requiring intensive assistance and support to meet needs. Staff performing

intensive level case management shall have a Master's degree in a social service field or a nursing degree. Intensive level case management requires at minimum, monthly contact with clients and face-to-face bi-monthly (every two months) reassessments of needs. Intensive level caseloads are generally expected to be thirty (30) to fifty (50) clients.

f. CONTRACTOR shall implement services in adherence to the Common Standards of Care and Case Management Standards of Care developed by ADMINISTRATOR.

g. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation requirements, including development and implementation of a Quality Management Plan. Unless modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, the plan will include the following Medical Case Management measurements:

- 1) Client CD4 counts;
- 2) Client viral load counts;
- 3) Client access to medical care; and
- 4) Client acuity scores.

h. ADMINISTRATOR reserves the right to identify certain clients who need immediate attention, for which CONTRACTOR will conduct an assessment within two (2) business days.

4. UNITS OF SERVICE - CONTRACTOR shall, at minimum, provide the following units of service:

	<u>Period</u>	<u>One</u>	<u>Period</u>	<u>Two</u>
	<u>One</u>	<u>Units of</u>	<u>Period Two</u>	<u>Two</u>
		<u>Service</u>		
AFRICAN AMERICAN				
Moderate				
<u>Basic</u> – Bachelor's Level				
Face-to-face contacts	38	12 32 6 9	72	27
Unduplicated clients	29	18	22	7
Master's or Nurse Case Manager				
Moderate - <u>Bachelor's Level</u>				
Face-to-face contacts	15	27 18 9 11	7	40
Unduplicated clients	8	5	6	10

IntensiveModerate - Master's or Nurse Case Manager

Face-to-face contacts

30

103

1498

155

22

Unduplicated clients

11

4

17

26

IntensiveLATINOPeriod OnePeriod TwoPeriod TwoBasic

Face-to-face contacts

07697

86

Unduplicated clients

01449

48

~~Moderate - Bachelor's Level~~~~Face-to-face contacts~~~~0~~~~133~~~~129~~~~Unduplicated clients~~~~0~~~~29~~~~36~~

//

Units ofServiceLATINOBasic - Bachelor's LevelFace-to-face contacts61Unduplicated clients34Moderate - Bachelor's LevelFace-to-face contacts74Unduplicated clients26Moderate - Master's or Nurse Case ManagerFace-to-face contacts50Unduplicated clients14IntensiveFace-to-face contacts75Unduplicated clients14

5. STAFFING - CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours worked per week:

~~5. STAFFING - CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours worked per week:~~

		Period One	Period Two	Period Two
	ADMINISTRATIVE STAFF	FTEs	FTEs	FTEs
	— Director — Accounting and Operations	0.0093	0.0093	0.0086
	— Finance Administrator	0.0093	0.0093	0.0086
	— Data Manager	0.0093	0.0093	0.0086
	— Accounting Clerk	0.0093	0.0093	0.0086
	— Network Administrator	0.0093	0.0093	0.0086
	— Administrative Assistant	0.0166	0.0166	0.0153
	— Executive Director	0.0106	0.1060	0.0098
	SUBTOTAL	0.0737	0.0737	0.0681
	DIRECT CARE STAFF			
	— Director — Clinical Services	0.0997	0.0500	0.0917
	— Supervising Nurse Case Manager	0.0572	0.0900	0.0526
	— Case Management Assistant	0	0.0000	
	— Nurse Case Managers	0.2288	0.3600	0.2104
	— Social Worker	0.3987	0.6660	0.3669
	— Social Services Case Managers	0.1132	1.1000	0.1040
	SUBTOTAL	0.8976	2.2660	0.8256
	TOTAL FTEs	0.9713	2.3397	0.8937

	ADMINISTRATIVE STAFF	FTEs
	Director – Accounting and Operations	0.0080
	Finance Administrator	0.0080
	Data Manager	0.0080
	Accounting Clerk	0.0080
	Network Administrator	0.0080
	Executive Assistant	0.0090
	Executive Director	0.0090
	SUBTOTAL	0.0580
	DIRECT CARE STAFF	
	Director – Clinical Services	0.0420
	Supervising Nurse Case Manager	0.0760
	Nurse Case Managers	0.3040
	Social Workers	0.5640

Social Services Case Managers	0.9340
SUBTOTAL	1.9200
TOTAL FTEs	1.9780

E. NUTRITIONAL SUPPLEMENTS

1. DEFINITION - The provision of high-calorie nutritional supplements to persons living with HIV who are experiencing difficulty maintaining appropriate weight levels. Supplements are prescribed by a medical doctor, or recommended by a licensed registered dietician, registered nurse, or nurse practitioner. Supplements may include, but are not limited to, nutritional drinks (such as Ensure®) and bars. CONTRACTOR may also offer non-prescription multi-vitamins to clients who meet the eligibility criteria for this service, provided they are ordered by a licensed registered dietician, registered nurse, nurse practitioner, or medical doctor.

2. ELIGIBILITY

a. CONTRACTOR shall verify eligibility and provide Nutritional Supplement services to individuals who:

- 1) Meet Ryan White eligibility requirements;
- 2) Are disabled;
- 3) Are living at or below one hundred fifty percent (150%) of the federal poverty level; and
- 4) Have a prescription from his/her physician or a written recommendation from a registered dietician, registered nurse, or nurse practitioner.

b. CONTRACTOR shall document verification of eligibility, in COUNTY's designated data system, and in writing, in each client's file on forms provided or approved by ADMINISTRATOR.

3. SCOPE OF SERVICES – CONTRACTOR shall:

- ~~a. Provide high~~
- a. CONTRACTOR shall provide the following Nutritional Supplements to eligible clients:
- 1) High calorie supplements prescribed by the client's physician or recommended in writing by a registered dietitian or a nurse case manager; and /or
 - ~~b. Provide a multi~~ 2). Multi-vitamin supplement through the Food Bank prescribed or recommended in writing as indicated above.

b. CONTRACTOR shall implement services in adherence to the Common Standards of Care and Case Management Standards of Care developed by ADMINISTRATOR.

c. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation requirements, including development and implementation of a Quality Management Plan. Unless modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for Nutritional Supplements shall include maintained or improved health as a result of receiving supplements.

4. UNITS OF SERVICE

a. CONTRACTOR shall, at a minimum, provider the following units of service:

	<u>Period One</u>	<u>Period Two</u> <u>Units of Service</u>	<u>Period Two</u>
		1576	
Units of Nutritional Supplements	1032	<u>1,576</u>	1352
Unduplicated clients	92	214	

b. A unit of service shall be thirty (30) cans or equivalent of high-calorie nutritional supplements or a thirty (30)-day supply of multi-vitamin supplements.

5. STAFFING – CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours worked per week:

	<u>Period One</u> <u>FTEs</u>	<u>Period Two</u> <u>FTEs</u>
ADMINISTRATIVE STAFF		
Director Accounting and Operations		
<u>ADMINISTRATIVE STAFF</u>	0.0086	0.0086
Finance Administrator	0.0086	0.0086
<u>Director – Accounting and Operations</u>	<u>0.0092</u>	
Data Manager	0.0086	0.0086
<u>Finance Administrator</u>	<u>0.0092</u>	
Accounting Clerk	0.0086	0.0086
Data Manager	<u>0.0092</u>	
Network Administrator	0.0086	0.0086
<u>Accounting Clerk</u>	<u>0.0092</u>	
Administrative Assistant	0.0222	0.0222
<u>Network Administrator</u>	<u>0.0092</u>	
<u>SUBTOTAL</u>	<u>0.0652</u>	0.0652
<u>Executive Assistant</u>	<u>0.0189</u>	
<u>SUBTOTAL</u>	<u>0.0649</u>	
DIRECT CARE STAFF		
Director of Supportive Services	0.0137	0.0137
<u>DIRECT CARE STAFF</u>		
Auxiliary	0.0178	0.0178
Director of <u>Supportive</u> Services	<u>0.0170</u>	

Volunteer	0.0888	0.0888
Food Pantry Coordinator	0.1703	
SUBTOTAL	0.1203	0.1203
<u>Volunteer Coordinator</u>	0.0227	
SUBTOTAL	0.2100	
TOTAL FTEs	0.1855	0.1855
TOTAL FTEs	0.2749	

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F. FOOD BANK SERVICES

1. DEFINITION - The provision of ~~actual~~ food to eligible clients through a food pantry. It does not include finances to purchase food or meals. For the purposes of this Agreement, “~~actual~~ food” is defined as any nourishing substance that is consumed to sustain ~~life~~, provide energy, and promote growth.

2. ELIGIBILITY

a. CONTRACTOR shall verify eligibility and provide nutrition services to individuals who:

- 1) Meet Ryan White eligibility requirements;
- 2) Are disabled; and
- 3) Are living at or below one hundred fifty percent (150%) of the federal poverty

level.

b. CONTRACTOR shall document verification of eligibility, in COUNTY's designated data system, and in writing, in each client's file on forms provided or approved by ADMINISTRATOR.

3. SCOPE OF SERVICES

a. CONTRACTOR shall provide food orders to clients eligible for this service. Food from at least four of the five basic food groups must be offered with each Food Bank order. Food items must optimize nutritional value and offerings must be culturally appropriate. Service must include documented ongoing education and referral of all clients to food stamps (if eligible) and community programs. CONTRACTOR shall not use Funds for these services for any of the following the following: nutritional counseling services; the purchase of non-food products such as gum, candy, pet food, tobacco products, alcohol or lottery tickets; or the provision of cash or vouchers to clients to use in purchasing food.

b. Food pantry order should have, at minimum, an approximate retail value of fifty dollars (\$50).

c. CONTRACTOR shall:

- 1) Make Food Bank services available to clients at a minimum of once a month;
- 2) Verify income and disability annually or upon change at any time;
- 3) Distribute food items prior to the labeled expiration date;

- 4) Ensure that Food Bank menu items are inspected for quality and re-evaluated on a semi-annual basis by a registered dietitian;
- 5) Ensure that food selections and services are culturally appropriate;
- 6) Conduct a survey at least once per year to measure clients' satisfaction with the Food Bank menu;
- 7) Make Food Bank orders available to clients at all Orange County Ryan White Act-funded agencies; and
- 8) Maintain proper control systems to prevent duplication of Ryan White Act-funded food pantry services to individual clients.

d. CONTRACTOR shall implement services in adherence to the Common Standards of Care and Case Management Standards of Care developed by ADMINISTRATOR.

e. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation requirements, including development and implementation of a Quality Management Plan. Unless modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for Food Bank shall include maintained or improved health as a result of a balanced diet.

4. UNITS OF SERVICE - CONTRACTOR shall, at minimum, provide the following units of service:

	<u>Units of Service</u>
<u>Food Orders</u>	<u>3,300</u>
<u>Unduplicated clients</u>	<u>365</u>

5. STAFFING - CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours worked per week:

~~4. UNITS OF SERVICE - CONTRACTOR shall, at minimum, provide the following units of service:~~

	<u>Period One</u>	<u>Period One</u>	<u>Period Two</u>	<u>Period Two</u>
Food Orders	2,789	2257	3,300	2231
Unduplicated clients	258		365	255

#

~~5. STAFFING - CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours worked per week:~~

	<u>Period One</u>	<u>Period One</u>	<u>Period Two</u>
ADMINISTRATIVE STAFF	FTEs	FTEs	FTEs

Director Accounting and	0.0290	0.0183	0.0183
Finance Administrator	0.0290	0.0183	0.0183
Data Manager	0.0290	0.0183	0.0183
Accounting Clerk	0.0290	0.0183	0.0183
Network Administrator	0.0290	0.0183	0.0183
Administrative Assistant	0.0123		0.0123
SUBTOTAL	0.1573	0.1038	0.1038
DIRECT CARE STAFF			
Director of Supportive Services	0.0114		0.0114
Director of Auxiliary Services	0.2369		0.2369
Food Pantry/Volunteer Coordinator	0.2000	0.1975	0.1975
Volunteer Coordinator	0.1300		
Transportation/Driver	0.0494		0.0494
SUBTOTAL	0.6277	0.4952	0.4952
TOTAL FTEs	0.7850	0.5990	0.5990

	<u>FTEs</u>
ADMINISTRATIVE STAFF	
<u>Director – Accounting and Operations</u>	<u>0.0200</u>
<u>Finance Administrator</u>	<u>0.0200</u>
<u>Data Manager</u>	<u>0.0200</u>
<u>Accounting Clerk</u>	<u>0.0200</u>
<u>Network Administrator</u>	<u>0.0200</u>
<u>Executive Assistant</u>	<u>0.0100</u>
SUBTOTAL	0.1100
DIRECT CARE STAFF	
<u>Director of Supportive Services</u>	<u>0.1900</u>
<u>Volunteer Coordinator</u>	<u>0.1000</u>
<u>Food Pantry Coordinator</u>	<u>0.4700</u>
<u>Transportation/Driver</u>	<u>0.0600</u>
SUBTOTAL	0.8200
TOTAL FTEs	0.9300

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1 G. MENTAL HEALTH SERVICES

2 1. DEFINITION - Psychological and psychiatric treatment and counseling services offered to
3 individuals with a diagnosed mental condition, which are provided by a mental health professional
4 licensed or authorized within the State of California to render such services. This typically includes
5 psychiatrists, psychologists, marriage and family therapists, licensed clinical social workers, and
6 appropriate interns. Services may include individual counseling and/or therapeutic or group counseling.

7 2. ELIGIBILITY

8 a. CONTRACTOR shall verify eligibility and provide Mental Health services to
9 individuals who:

10 1) Meet Ryan White eligibility requirements;
11 2) Are living at or below 300% of the Federal poverty level; and
12 3) Do not have, or have exhausted, benefits covering mental health under insurance
13 coverage. CONTRACTOR shall assist clients who cannot utilize benefits due to an inability to pay co-
14 payments in applying for services through the Health Insurance Premium/Cost Sharing and Emergency
15 Financial Assistance for Medications program.

16 b. It is recommended, but not required, that clients are referred to Mental Health Services
17 via Case Management.

18 c. CONTRACTOR shall document verification of eligibility, in the COUNTY's
19 designated data system, and in writing; in each client's file on forms provided or approved by
20 ADMINISTRATOR.

21 3. SCOPE OF SERVICES

22 a. CONTRACTOR shall:

23 1) Perform client intake, which includes verification of HIV status, financial
24 eligibility, and residency in Orange County, consents for participation and proper releases of
25 information;

26 2) Conduct a thorough assessment of psychological status, including drug and alcohol
27 history and use; The comprehensive assessment shall be completed within thirty (30) days of
28 enrollment and at a minimum of once every twelve (12) months thereafter.

29 3) Evaluate the client's clinical and support needs and develop and maintain an
30 individual treatment plan (ITP) for each client based upon the outcome of the evaluation; Initial ITP
31 shall be completed within two (2) weeks of completion of the comprehensive assessment. Reassessment
32 of ITP must be completed at a minimum of once every twelve (12) months.

33 4) Provide clients in crisis with immediate evaluation and, as appropriate based on
34 evaluation, counseling and/or referral. CONTRACTOR shall only be responsible for providing
35 services to clients in crisis during regular business hours;

36 5) Provide written justification for providing services to individual clients in the
37 client's home, in the hospital, or location other than CONTRACTOR's offices. CONTRACTOR shall

1 include justification in the client's file.

2 6) Provide individual and/or group counseling sessions to clients based on the
3 treatment plan developed for each client.

4 7) Develop linkages with other community providers and mental health resources for
5 client referrals, as appropriate. These providers and resources shall include, but not be limited to, other
6 Orange County HIV care and treatment programs, case managers, and HIV education/prevention
7 programs designed to prevent HIV transmission;

8 8) Have a system in place that assures proper maintenance of client charts and
9 documentation of services.

10 9) Facilitate weekly support groups including at minimum:

11 a) Chemical dependency group; and

12 b) Spanish-language group.

13 ~~_____ b. Contractor shall provide services in a manner compliant with the appropriate quality of~~
14 ~~care standards for mental health services developed by ADMINISTRATOR.~~

15 ~~_____ e~~ b. Services shall be culturally and linguistically appropriate to meet the needs
16 of English and Spanish-speaking clients.

17 c. CONTRACTOR shall implement services in adherence to the Common Standards of
18 Care and Case Management Standards of Care developed by ADMINISTRATOR.

19 d. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation
20 requirements, including development and implementation of a Quality Management Plan. Unless
21 modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for
22 these services shall include compliance with, or completion of, a mental health treatment plan.

23 4. UNITS OF SERVICE

24 a. CONTRACTOR shall, at minimum, provide the following units of service:

	<u>Period</u>	<u>Period</u>	<u>Period</u>	<u>Period Two</u>
	<u>One</u>	<u>One</u>	<u>One</u>	<u>Units of Service</u>
28 One-on-One Counseling Units	<u>995</u>	<u>712</u>		1068
29 Unduplicated clients	<u>121</u>	<u>83</u>	44	111
30 Group Counseling Units	<u>410</u>	<u>320</u>		480

32 b. An individual counseling unit shall be fifty (50) minutes in duration.

33 c. A group counseling unit shall be thirty (30) minutes in duration and shall consist of
34 face-to-face contact between one or more therapists and a group of no fewer than two (2) clients.

35 d. The usual maximum number of sessions provided under this service category is
36 fifteen (15) ~~twenty-five (25)~~ visits per client.

37 e. Based on a client's therapeutic need, the therapist may increase the number of visits to

twenty-five (25) ~~thirty five (35)~~ with prior written approval using the ~~Prior Authorization~~ prior authorization for Mental Health Services ~~Form~~.

~~f. Additional sessions beyond thirty five (35) require prior written approval of ADMINISTRATOR and shall be based upon documented necessity.~~

5. STAFFING

a. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours worked per week:

	<u>Period One</u>	<u>Period Two</u>	<u>Period Two</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
ADMINISTRATIVE STAFF			
	0.0129		
Director – Accounting and Operations	<u>0.0214</u>	<u>0.0288</u>	0.0129
	0.0129		
Finance Administrator	<u>0.0214</u>	<u>0.0288</u>	0.0129
	0.0129		
Data Manager	<u>0.0214</u>	<u>0.0288</u>	0.0129
	0.0129		
Accounting Clerk	<u>0.0214</u>	<u>0.0288</u>	0.0129
	0.0129		
Network Administrator	<u>0.0214</u>	<u>0.0288</u>	0.0129
Administrative	0.0250		
<u>Executive</u> Assistant	<u>0.0372</u>	<u>0.0500</u>	0.0250
	0.0895		
SUBTOTAL	<u>0.1442</u>	<u>0.1940</u>	0.0895
DIRECT CARE STAFF			
	0.0666		
Director of Clinical Services	<u>0.0372</u>	<u>0.0500</u>	0.0666
	0.1000		
Director of Mental Health	<u>0.6841</u>	<u>0.6900</u>	0.1000
	1.0750		
Mental Health Counselors	<u>2.5474</u>	<u>0.5800</u>	1.0750
	1.2416		
SUBTOTAL	<u>3.2687</u>	<u>1.3200</u>	1.2416
	1.3311		
TOTAL FTEs	<u>3.4129</u>	<u>1.5140</u>	1.3311

b. Staff providing services shall be mental health professionals who are licensed or authorized by the State of California to provide psychological and/or psychiatric treatment and counseling services.

c. Interns shall be post-masters and working on clinical hours toward licensing as a Marriage and Family Therapist, licensed Clinical Social Worker, or Clinical Psychologist. Any exceptions must be approved by ADMINISTRATOR.

d. The Chemical Dependency Counselor shall possess a Master's degree in psychology or a related field, and shall have at least two years total experience working in the substance abuse and HIV fields.

e. The person responsible for supervision of mental health professional staff shall be a licensed mental health professional with HIV-related clinical experience, in conformity with California law.

H. HEALTH INSURANCE PREMIUM/COST SHARING AND EMERGENCY FINANCIAL ASSISTANCE FOR MEDICATIONS

1. DEFINITION

a. The provision of financial assistance on behalf of eligible individuals living with HIV to maintain continuity of health insurance or to receive medical benefits under a health insurance program, including premium payments, risk pools, co-payments, and deductibles. Share-of-cost is not covered for those clients who receive Medi-Cal.

b. The provision of payments to pharmacies or other licensed dispensaries of medications or the establishment of programs to assist with emergency payments for medication when other resources are not available. This program pays for pharmaceuticals or medications on an emergency basis only.

2. ELIGIBILITY

a. CONTRACTOR shall verify eligibility and provide Health Insurance Premium/Cost Sharing and Emergency Financial Assistance for Medication to persons who:

- 1) Meet Ryan White eligibility requirements;
- 2) Meet the income criteria for the AIDS Drug Assistance Program (ADAP) with no co-payment requirement.
- 3) Are living at or below four hundred percent (400%) of the federal poverty level;
- and
- 4) Are not covered by other funding sources.

b. CONTRACTOR shall document verification of eligibility, in the COUNTY's designated data system, and in writing, in each client's file on forms provided or approved by ADMINISTRATOR.

3. SCOPE OF SERVICES – CONTRACTOR shall provide the following services:

a. Coverage shall include the full cost of medications not covered by ADAP, co-pays for medications, and/or medical insurance premiums.

b. Payments shall be made directly to pharmacies for drugs prescribed by a licensed medical provider. CONTRACTOR shall not be required to reimburse pharmacies for amounts less than twenty dollars (\$20). Requests for medication services under the program for Health Insurance Premium/Cost Sharing and Emergency Financial Assistance services must be submitted by the client within sixty (60) calendar days of receiving the medications.

c. Medications for chronic use will be approved for one month only; during this time, the client's physician must attempt to secure the medication for the client through the Manufacturer's Patient Assistance Program. If the assistance program takes longer than one month, or if the client is denied, CONTRACTOR may approve ongoing assistance if the physician provides appropriate documentation.

d. Drugs to be paid for must be on an approved list of drugs as determined by ADMINISTRATOR. CONTRACTOR may request that unlisted drugs be added to the approved list.

e. Temporary coverage of insurance premiums shall consist of a program of financial assistance for eligible individuals with HIV designed to maintain continuity of health insurance until the client has been enrolled and accepted into a private, state, or federally supported medical insurance program. Coverage may include premium payments, risk pools, co payments, and deductibles.

f. The outcome measures for this service shall include ensuring that clients served will receive medications they could not otherwise afford.

g. CONTRACTOR shall implement services in adherence to the Common Standards of Care and Case Management Standards of Care developed by ADMINISTRATOR.

h. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation requirements, including development and implementation of a Quality Management Plan. Unless modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for these services shall include adherence to treatment plan as directed by physician.

4. UNITS OF SERVICE

a. CONTRACTOR shall, at minimum, provide the following units of service:

	<u>Period One</u>		<u>Period One</u>	<u>Period Two</u>	<u>Period Two</u>
	<u>Units of Service</u>				
Insurance/Medication Units	<u>48</u> 95		73	<u>131</u>	55
Unduplicated clients	<u>20</u> 40		23	<u>50</u>	17

b. One (1) unit of service shall equal one payment for medications, medication co-payment, or health insurance premium payments, risk pool payments, co-payments or deductibles.

5. STAFFING – CONTRACTOR shall, at a minimum, provide the following paid staff

expressed in Full Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours worked per week:

	<u>Period One</u>	<u>Period One</u>	<u>Period Two</u>	<u>Period Two</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
ADMINISTRATIVE STAFF				
Director – Accounting and Operations	0.0040 0.0030	0.0016	0.0048 0.0048	0.0016
Finance Administrator	0.0040 0.0030	0.0016	0.0048 0.0048	0.0016
Data Manager	0.0040 0.0030	0.0016	0.0048 0.0048	0.0016
Accounting Clerk	0.0040 0.0030	0.0016	0.0048 0.0048	0.0016
Network Administrator	0.0040 0.0030	0.0016	0.0048 0.0048	0.0016
Administrative Assistant	0.0000 0.0200		0.0000 0.0240	
TOTAL	0.0150 0.0150	0.0080	0.0240 0.0240	0.0080

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I. HOME HEALTH CARE SERVICES

1. DEFINITION

a. Home Health Care – The provision of services in the home by licensed health care workers, such as nurses, and the administration of specialized treatments and therapies based on a written plan of care established by a licensed health care professional. Hospice services include room, board, nursing care, counseling, physician services, and palliative therapeutics provided to clients in the terminal stages of illness in a residential setting, including a non-acute-care section of a hospital that has been designated and staffed to provide hospice services for terminal clients.

b. Home and Community-Based Health Services – The provision of paraprofessional health services, based on a written plan of care established by a licensed health care professional. Inpatient hospital services, nursing homes, and other long-term care facilities are not included.

c. Hospice Services – The provision of services that include room, board, nursing care, counseling, physician services, and palliative therapeutics provided to clients in the terminal stages of illness in a residential setting, including a non-acute-care section of a hospital that has been designated and staffed to provide hospice services for terminal clients.

d. Inpatient hospital services, nursing homes, and other long-term care facilities are not included.

2. ELIGIBILITY

a. Contractor shall verify eligibility and provide services to individuals who:

- 1) Meet Ryan White eligibility requirements;
- 2) Are in a Case Management program with, at minimum, regular consultations with a Nurse Case Manager, unless otherwise specified by a physician;
- 3) Are living at or below three hundred percent (300%) of federal poverty level; and
- 4) Have symptoms including, but not limited to, peripheral neuropathy, gait and balance problems, vision loss, cognitive dysfunction, and extreme fatigue and/or weakness, that impair client's ability to carry out normal activities.

b. CONTRACTOR shall document verification of eligibility, in the COUNTY's designated data system, and in writing, in each client's file on forms provided or approved by ADMINISTRATOR. CONTRACTOR shall also ensure that documentation of the client's eligible condition is made on the nursing assessment.

c. When authorized by a physician, CONTRACTOR may initiate services prior to the completion of an assessment by a nurse case manager.

3. SCOPE OF SERVICES

a. CONTRACTOR shall provide Home Health Care services either directly by CONTRACTOR or by subcontractors. CONTRACTOR shall be responsible for the administration of the program, whether services are provided directly or via subcontract. Component services are:

1) Paraprofessional care, which includes homemaker, home health aide and personal/attendant care;

a) Homemaker services shall include household services such as cleaning, laundry, shopping and errands, and other services necessary to allow clients to continue to live in their homes independently.

b) Home-health aide and personal or attendant services shall include services provided by a nurse assistant certified by the State of California, or an individual who has successfully completed a minimum of forty (40) hours of orientation and training in providing personal care services. These services include planning and preparing meals, taking vital signs, reporting changes in the client's condition and needs, and assisting the client with basic needs such as getting into and out of bed, bathing, dressing, and eating.

2) Professional care, which includes routine and skilled nursing, rehabilitation, or hospice care provided in the client's home or residential setting. Skilled nursing services are provided by a Registered Nurse or a Licensed Vocational Nurse, and the services shall be within the scope of practice of the California Nurse Practice Act.

3) Specialized care, which includes intravenous and aerosolized medication treatment, including prescription drugs administered as part of such therapy, diagnostic testing, parenteral feeding, and other highly technical services. Also included are incontinent supplies, sterile dressings, and other supplies. The need for specialized care shall be assessed by a registered nurse case manager and pre-approved by CONTRACTOR's Deputy Director – Programs prior to authorization.

4) Durable Medical Equipment (DME), which includes prosthetics, devices, and equipment used by clients in a home or residential setting, e.g., wheel chairs, shower benches, inhalation therapy equipment, hospital beds, bedside commodes, egg-crate mattresses, walkers and canes used to maintain clients' comfort and safety in the home setting. In-touch phones shall be provided to clients who need twenty-four (24) hour monitoring because of risk of falls or other hazards, but who do not require twenty-four hour attendant care.

5) Respite Care Services through Certified Nursing Attendants (CNA) to support persons infected by HIV disease, either directly by being an HIV-infected parent, or by being a parent with an HIV-infected child. CONTRACTOR shall provide child care or assistance in physical and practical activities of daily living, including, but not limited to, cooking, laundering, housekeeping, and shopping. CONTRACTOR shall not exceed one hundred (100) units of CNA respite care per client in the contract period. Respite care services are included within the CNA and Homemaker units of service. Respite care to parents infected with HIV or parents of children infected with HIV shall be provided through child care providers and/or Certified Nursing Assistants; and

b. CONTRACTOR shall ~~comply with ADMINISTRATOR's program evaluation requirements, including development and implementation of a Quality Case Management Plan. Unless modified by agreement, in writing, of ADMINISTRATOR,~~ implement services in adherence to the Common Standards of Care

c. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation requirements, including development and implementation of a Quality Management Plan. Unless modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for these services shall include adherence to treatment plan as directed by physician.

4. UNITS OF SERVICE

a. CONTRACTOR shall, at minimum, provide the following units of service:

	<u>Period One</u>		<u>Period One</u>	<u>Period Two</u>	<u>Period Two</u>
	<u>Units of Service</u>				
	<u>4377</u>				
Certified Nursing Attendant Visits	<u>5,085</u>		3861	<u>1,321</u>	4050
	<u>23</u>				
Unduplicated Clients	<u>40</u>		29	<u>23</u>	20
	<u>455</u>				
Homemaker Visits	<u>733</u>		255	<u>600</u>	267
	<u>5</u>				
Unduplicated Clients	<u>6</u>			<u>5</u>	3
	<u>93</u>				
Specialized Care /DME	<u>101</u>			<u>112</u>	98

1		8		
2	Unduplicated Clients	14	11	17 8
3		33		
4	Professional Nursing Visits	57	53	20 55
5				
6	b. One (1) CNA unit of service shall equal one hour of care provided by a CNA.			
7	c. One (1) Homemaker unit of service shall equal one hour of service provided by a			
8	Homemaker.			
9	d. One (1) Professional Nursing unit of service shall equal one visit of care provided by			
10	an RN.			

5. STAFFING

a. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours worked per week:

	<u>Period One</u>	<u>Period Two</u>	<u>Period Two</u>
ADMINISTRATIVE STAFF	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
Director – Accounting and Operations	0.0189	0.0250	0.0189
Finance Administrator	0.0290	0.0250	0.0189
Data Manager	0.0290	0.0250	0.0189
Accounting Clerk	0.0290	0.0250	0.0189
Network Administrator	0.0290	0.0250	0.0189
Administrative	0.0250		
Executive Assistant	0.0290	0.0250	
TOTAL	0.1740	0.1500	0.1195

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- b. CONTRACTOR shall ensure that:
- 1) Paraprofessional services are provided by a homemaker, a home-health aide, a nurse assistant certified by the State of California, or an individual who has successfully completed a minimum of forty (40) hours of orientation and training in providing personal care services;
 - 2) Registered Nurses providing care possess a current California license, and have experience and/or education demonstrating knowledge of techniques and principles of home-health care.

1 J. MEDICAL TRANSPORTATION SERVICES

2 1. DEFINITION – Conveyance services (including transportation by bus, taxi, and provider
3 van) provided to a client in order to access HIV-related health care services. Services may be provided
4 routinely or on an emergency basis.

5 2. ELIGIBILITY

6 a. CONTRACTOR shall verify eligibility and provide Medical Transportation services to
7 individuals who:

- 8 1) Meet Ryan White eligibility requirement and
9 2) Meet Orange County Transit Authority requirements when reduced fare bus passes
10 and ACCESS fare coupons are to be provided.

11 b. CONTRACTOR shall document verification of eligibility, in the County's designated
12 data system, and in writing, in each client's file on forms provided or approved by ADMINISTRATOR.

13 c. Contractor shall evaluate client's eligibility at least annually.

14 3. SCOPE OF SERVICES

15 a. CONTRACTOR shall provide the following Medical Transportation Services to
16 eligible clients:

- 17 1) Assess the client's transportation needs;
18 2) Schedule client rides and contact clients with confirmation;
19 3) Maintain current records of client's name, date of trip, purpose of trip, and services
20 provided;
21 4) Enroll all transportation staff in the DMV Pull Notice Program;
22 5) Conduct monthly safety reviews with staff drivers;
23 6) Comply with applicable California laws and regulations pertaining to safety
24 inspections;
25 7) Schedule and maintain records of all vehicle maintenance.

26 b. The most cost-effective means of transportation that meets client's needs shall be
27 utilized. Taxi rides shall be utilized only as a last resort and shall only be provided for transportation to
28 and/or from medical services.

29 c. CONTRACTOR shall implement services in adherence to the Common Standards of
30 Care and Case Management Standards of Care developed by ADMINISTRATOR.

31 d. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation
32 requirements, including development and implementation of a Quality Management Plan. Unless
33 modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for
34 this service shall include an increase in ability to keep medical appointments.

35 4 UNITS OF SERVICE – CONTRACTOR shall provide the following services:

36 Period One Period One Period Two Period Two

	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
			<u>Units of Service</u>	
			<u>223</u>	
Unduplicated Clients	<u>115</u>	148	<u>222</u>	207
One-Way Van Trips	<u>1,099</u>	1017	<u>1,460</u>	1420
Monthly Senior/Disabled Bus Passes	<u>709</u>	648	<u>1,194</u>	906
One-Way Taxi Trips	<u>374</u>	354	<u>330</u>	494
ACCESS Coupons	<u>318</u>	290	<u>348</u>	406
Daily Bus Passes	<u>4</u>	2	<u>600</u>	
			596	
			3	

5. STAFFING – CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours worked per week:

	<u>Period One</u>	<u>Period One</u>	<u>Period Two</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
ADMINISTRATIVE STAFF	<u>0.0390</u>		
Director – Accounting and Operations	<u>0.0400</u>	0.0273	0.0273
Finance Administrator	<u>0.0390</u>		
Data Manager	<u>0.0400</u>	0.0273	0.0273
Accounting Clerk	<u>0.0390</u>		
Network Administrator	<u>0.0400</u>	0.0273	0.0273
<u>Administrative</u>	<u>0.0160</u>		
<u>Executive</u> Assistant	<u>0.0139</u>		0.0160
	<u>0.2110</u>		
SUBTOTAL	<u>0.2139</u>	0.1525	0.1525
DIRECT CARE STAFF			
Director of Supportive Service	0.0236		0.0236

1		<u>0.1738</u>		
2	Director of Auxiliary Services	0.1601		0.1601
3		0.6403		
4	Transportation Coordinator	<u>0.8691</u>		0.6403
5		1.2166		
6	Drivers	<u>1.6513</u>		1.2166
7		2.0406		
8	SUBTOTAL	<u>2.6942</u>		2.0406
9				
10		2.2516		
11	TOTAL FTEs	<u>2.9081</u>	2.1931	2.1931

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K. QUALITY MANAGEMENT (QM) PLAN

1. CONTRACTOR shall participate in QM activities including, but not limited to, trainings, development of standards of care, peer reviews, and the establishment of countywide goals and objectives. Unless modified by agreement of ADMINISTRATOR and CONTRACTOR, CONTRACTOR shall develop and submit to ADMINISTRATOR a written QM Plan signed by CONTRACTOR's authorized representative within sixty (60) calendar days of the execution of this Agreement. CONTRACTOR shall participate in the Quality Management (QM) activities established by ADMINISTRATOR and shall adhere to the standards set forth by the countywide Ryan White QM Committee.

2. The QM Plan shall include but not be limited to CONTRACTOR's:
- Quality statement;
 - Quality infrastructure, including leadership, QM committee, and staff roles and responsibilities;
 - Capacity building activities, including orientation and training on QM activities;
 - Evaluation, including evaluation of quality infrastructure, performance measures, and quality improvement activities; and
 - Goals, objectives, indicators, and targets for each service category.

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