

AGREEMENT FOR PROVISION OF
HIV CARE SERVICES
BETWEEN
COUNTY OF ORANGE
AND

AIDS SERVICES FOUNDATION ORANGE COUNTY
MARCH 1, ~~2015~~2016 THROUGH FEBRUARY ~~29, 2016~~28, 2019

THIS AGREEMENT entered into this 1st day of March ~~2015~~2016, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and AIDS ~~SERVICES FOUNDATION ORANGE COUNTY~~Services Foundation Orange County, a California nonprofit corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H :

WHEREAS, of December 2014, there were 5,760 residents living with Human Immunodeficiency Virus disease (HIV); and

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of ~~Human Immunodeficiency Virus (HIV)~~HIV Care services described herein to the residents of Orange County; ~~and~~ where there are an additional estimated 938 individuals unaware that they are infected with HIV; and

WHEREAS, COUNTY receives funding from the Health Resources and Services Administration for Core Medical and Non-Core Medical Services, such as Case Management Services, Mental Health Services, Health Insurance Premium and Cost Sharing/Emergency Financial Assistance for Medications, Home Health Care/Home and Community-Based Health Services/Hospice Services/Rehabilitation, Nutrition Services, Medical Transportation Services, Legal Services ; 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: March 1, 2015 through February 29, 2016

Period One means the period from March 1, 2016 through February 28, 2017

Period Two means the period from March 1, 2017 through February 28, 2018

Period Three means the period from March 1, 2018 through February 28, 2019

Maximum Obligation: \$

Period One Maximum Obligation:	\$2,112,650
Period Two Maximum Obligation:	2,030,390
Period Three Maximum Obligation:	2,030,390
TOTAL MAXIMUM OBLIGATION:	\$6,091,170

Basis for Reimbursement: Actual Cost and Fee-for-Service

Payment Method: ~~Actual Cost~~ Payment in Arrears

CONTRACTOR DUNS Number: 18-930-0031

CONTRACTOR TAX ID Number: 33 - 0126481

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
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
Attn: Philip Phil Yaeger, Executive Director
E-mail: PYAEGER@ocasf.org

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22 pyaeger@ocasf.org33 **I. ACRONYMS**

44 The following standard definitions are for reference purposes only and may or may not apply in their
55 entirety throughout this Agreement:

66	A.	ADAP	AIDS Drug Assistance Program
77	B.	AIDS	Acquired Immune Deficiency Syndrome
88	C.	ARRA	American Recovery and Reinvestment Act <u>of 2009</u>
99	D.	ASRS	Alcohol and Drug Programs Reporting System
100	E.	<u>CAN</u>	<u>Certified Nursing Attendants</u>
111	F.	<u>CAP</u>	<u>Corrective Action Plan</u>
122	G.	CCC	California Civil Code
133	H.	F. CCR	California Code of Regulations
144	G.	CDC	Centers for Disease Control
155	J.	<u>CFDA</u>	<u>Catalog of Federal Domestic Assistance</u>
166	K.	H. CFR	Code of Federal Regulations
177	I.	CHPP	COUNTY HIPAA Policies and Procedures
188	M.	J. CHS	Correctional Health Services
199	N.	<u>CIPA</u>	<u>California Information Practices Act</u>
200	O.	<u>CMPPA</u>	<u>Computer Matching and Privacy Protection Act</u>
221	P.	K. CAN	Certified Nursing Attendants
222	L.	COI	Certificate of Insurance
233	Q.	<u>CPA</u>	<u>Certified Public Accountant</u>
244	R.	<u>CSI</u>	<u>Client and Services Information</u>
255	S.	<u>DCR</u>	<u>Data Collection and Reporting</u>
266	T.	<u>DD</u>	<u>Dually Diagnosed</u>
277	U.	M. D/MC	Drug/Medi-Cal
288	N.	DHCS	<u>California Department of Health Care Services</u>
299	V.	<u>D/MC</u>	<u>Drug/Medi-Cal</u>
300	W.	O. DME	Durable Medical Equipment
331	X.	P. DPFS	Drug Program Fiscal Systems
332	Y.	<u>DRP</u>	<u>Disaster Recovery Plan</u>
333	Z.	Q. DRS	Designated Record Set
334	AA.	<u>EEOC</u>	<u>Equal Employment Opportunity Commission</u>
335	AB.	<u>EHR</u>	<u>Electronic Health Records</u>
366	AC.	<u>ePHI</u>	<u>Electronic Protected Health Information</u>

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<u>11</u>	AD.	<u>ERC</u>	<u>Emergency Receiving Center</u>
<u>22</u>	AE.	<u>FFS</u>	<u>Fee For service</u>
<u>33</u>	AF.	<u>FIPS</u>	<u>Federal Information Processing Standards</u>
<u>44</u>	AG.	<u>FQHC</u>	<u>Federally Qualified Health Center</u>
<u>55</u>	AH.	R. FTE	Full Time Equivalent
<u>66</u>	AI.	S. GAAP	Generally Accepted Accounting Principles
<u>77</u>	AJ.	<u>HAB</u>	<u>Federal HIV/AIDS Bureau</u>
<u>88</u>	AK.	T. HCA	<u>County of Orange Health Care Agency</u>
<u>99</u>	AL.	U. HHS	<u>Federal Health and Human Services Agency</u>
<u>100</u>	V AM.	<u>HIPAA</u>	<u>Health Insurance Portability and Accountability Act of 1996, Public</u>
<u>111</u>			<u>Law 104-191</u>
<u>122</u>	AN.	<u>HITECH</u>	<u>Health Information Technology for Economic and Clinical Health</u>
<u>133</u>			<u>Act, Public Law 111-005</u>
<u>144</u>	AO.	W. HIV	Human Immunodeficiency Virus
<u>155</u>	AP.	<u>HRSA</u>	<u>Federal Health Resources and Services Administration</u>
<u>166</u>	AQ.	X. HOPWA	Housing Opportunities for Persons with AIDS
<u>177</u>	Y.	HSC	California Health and Safety Code
<u>188</u>	AR.	Z. ISO	Insurance Services Office
<u>199</u>	AS.	AA. ISP	Individualized Service Plan
<u>200</u>	AB.	ITP	Individualized Treatment Plan
<u>221</u>	AT.	<u>LGBTQI</u>	<u>Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex</u>
<u>222</u>	AU.	AC. LHHP	Low Income Health Program
<u>233</u>	AD.	MAI	Minority AIDS Initiative
<u>244</u>	AV.	AE. MHP	Mental Health Plan
<u>255</u>	AF.	MOU	Memoranda of Understanding
<u>266</u>	AW.	<u>NIH</u>	<u>National Institutes of Health</u>
<u>277</u>	AX.	<u>NIST</u>	<u>National Institute of Standards and Technology</u>
<u>288</u>	AY.	<u>NOA</u>	<u>Notice of Action</u>
<u>299</u>	AZ.	<u>NP</u>	<u>Nurse Practitioner</u>
<u>300</u>	BA.	<u>NPDB</u>	<u>National Provider Data Bank</u>
<u>331</u>	BB.	<u>NPI</u>	<u>National Provider Identifier</u>
<u>332</u>	BC.	<u>NPP</u>	<u>Notice of Privacy Practices</u>
<u>333</u>	BD.	AG. OCJS	Orange County Jail System
<u>334</u>	BE.	AH. OCPD	Orange County Probation Department
<u>335</u>	BF.	AI. OCR	<u>Federal Office for Civil Rights</u>
<u>366</u>	BG.	AJ. OCSD	Orange County Sheriff's Department

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AIDS SERVICE FOUNDATION ORANGE COUNTY

41	BH.	AK.	OIG	Federal	Office of Inspector General
42	BI.	AL.	OMB	Federal	Office of Management and Budget
43	AMBJ.	OPM		Federal	Office of Personnel Management
44	AN.	PADSS	BK.P&P		Policy and Procedure
45	BL.	PA	DSS		Payment Application Data Security Standard
46	BM.	PAF			Partnership Assessment Form
47	BN.	AO.	PC	State of	California Penal Code
48	BO.	AP.	PCI DSS		Payment Card Industry Data Security Standard
49	BP.	AQ.	PHI		Protected Health Information
400	BQ.	PI			Personal Information
411	BR.	AR.	PII		Personally Identifiable Information
412	BS.	AS.	PRA	California	Public Record Records Act
413	BT.	QI			Quality Improvement
414	BU.	QIC			Quality Improvement Committee
415	BV.	AT.	QM		Quality Management
416	BW.	AU.	RWDR /RSR	Ryan White	Data and/or Services Reports
417	BX.	AV.	SIR		Self-Insured Retention
418	AWBY.	SNAP			Supplemental Nutrition Assistance Program
419	BZ.	SSI			Supplemental Security Income
200	CA.	STP			Special Treatment Program
211	CB.	UOS			Units of Service
222	CC.	AX.	USC		United States Code
223	CD.	W&IC	AY.	WIC	State of California Welfare and Institutions
224					Code
225	CE.	AZ.	WIC	Women, Infants, <u>and</u>	Children

II. ALTERATION OF TERMS

228 A. This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein ~~by~~
229 ~~reference~~, fully expresses ~~all~~ the complete understanding of COUNTY and CONTRACTOR with respect
300 to the subject matter of this Agreement.

311 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of
312 this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees
313 or agents shall be valid unless made in the form of a written amendment to this Agreement, which has
314 been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

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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.

IV. COMPLIANCE

A. ADMINISTRATOR 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 HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.

2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in subparagraphs below.

3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct 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. ADMINISTRATOR's Compliance Officer shall determine if ~~CONTRACTOR~~CONTRACTOR's Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to ~~the~~-HCA's Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.

5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the ~~CONTRACTOR~~CONTRACTOR's Compliance Program and Code of Conduct contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

6. 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

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11 within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for
22 termination of this Agreement as to the non-complying party.

33 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and
44 procedures and screen all Covered Individuals employed or retained to provide services related to this
55 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.
66 Screening shall be conducted against the General Services Administration's Excluded Parties List System
77 or System for Award Management, the Health and Human Services/Office of Inspector General List of
88 Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List and/or
99 any other list or system as identified by the ADMINISTRATOR.

100 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who
111 provide health care items or services or who perform billing or coding functions on behalf of
122 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
133 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
144 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
155 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
166 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
177 made aware of ADMINISTRATOR’s Compliance Program, Code of Conduct and related policies and
188 procedures.

199 2. An Ineligible Person shall be any individual or entity who:
200 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal
211 and state health care programs; or
222 b. has been convicted of a criminal offense related to the provision of health care items or
233 services and has not been reinstated in the federal and state health care programs after a period of
244 exclusion, suspension, debarment, or ineligibility.

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

288 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
299 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
300 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State
311 of California health programs and have not been excluded or debarred from participation in any federal
322 or state health care programs, and to further represent to CONTRACTOR that they do not have any
333 Ineligible Person in their employ or under contract.

334 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
355 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
366 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services

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11 directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible
12 Person.

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

19 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
20 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
21 Such individual or entity shall be immediately removed from participating in any activity associated with
22 this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to
23 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall
24 promptly return any overpayments within forty-five (45) business days after the overpayment is verified
25 by the ADMINISTRATOR.

26 C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training
27 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

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

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

37 D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

4 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for
5 payment or reimbursement of any kind.

6 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
7 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes which
8 accurately describes the services provided and must ensure compliance with all billing and documentation
9 requirements.

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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.

5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

V. 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 CCC, 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 members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR 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. This 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.

VI. COST REPORT

A. CONTRACTOR shall submit a separate Cost Report Reports for Period One, Period Two and Period Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. 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

11 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

15 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
16 business day after the above specified due date that the accurate and complete Cost Report is not
17 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
18 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
19 CONTRACTOR.

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

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

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

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

36 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less
37 applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in
the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to
COUNTY which are not reimbursable pursuant to applicable federal, state and county 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, or other authorized form of payment, within thirty (30) calendar
days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

38 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
39 this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim monthly

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41 payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
42 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the
43 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after
44 submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount
45 owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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111 F. All Cost Reports shall contain the following attestation, which may be typed directly on or
112 attached to the Cost Report:

113

114 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
115 supporting documentation prepared by _____ for the cost report period
116 beginning _____ and ending _____ and that, to the best of my knowledge
117 and belief, costs reimbursed through this Agreement are reasonable and allowable and
118 directly or indirectly related to the services provided and that this Cost Report is a true,
119 correct, and complete statement from the books and records of (provider name) in
120 accordance with applicable instructions, except as noted. I also hereby certify that I
121 have the authority to execute the accompanying Cost Report.

222

223 Signed _____
224 Name _____
225 Title _____
226 Date _____"

227

228 **VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

229 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
230 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
231 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
232 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
233 Any attempted assignment or delegation in derogation of this paragraph shall be void.

234 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior
235 written consent of COUNTY.

236 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
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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, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

2. If CONTRACTOR is a for-profit organization, 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 Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) 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 subparagraph shall be void.

4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.

5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.

C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, 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.

1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar ~~days~~days written notice to CONTRACTOR if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.

2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.

3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

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4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Agreement meet the citizenship or alien status requirements 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 USC §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.

IX. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by Administrator ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to GAAP.

B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased.

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11 Title of expensed Equipment shall be vested with COUNTY.

22 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with
33 funds paid through this Agreement, including date of purchase, purchase price, serial number, model and
44 type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall
55 include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if
66 any.

77 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
88 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any
99 or all Equipment to COUNTY.

100 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure
111 approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,
122 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
133 Equipment are moved from one location to another or returned to COUNTY as surplus.

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

199 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper
200 use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

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222 **X. FACILITIES, PAYMENTS AND SERVICES**

223 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with
244 ~~Exhibits A, B, and C to~~ this Agreement. COUNTY shall compensate, and authorize, when applicable,
255 said services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at
266 least the minimum number and type of staff which meet applicable federal and state requirements, and
277 which are necessary for the provision of the services hereunder.

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300 **XI. INDEMNIFICATION AND INSURANCE**

311 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
332 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
333 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
344 (~~"COUNTY INDEMNITEES"~~) harmless from any claims, demands or liability of any kind or nature,
355 including but not limited to personal injury or property damage, arising from or related to the services,
366 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
377 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the

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11 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
22 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
33 a jury apportionment.

44 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
55 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all
66 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
77 Agreement have been complied with and to maintain such insurance coverage with COUNTY during the
88 entire term of this Agreement. In addition, all subcontractors performing work on behalf of
99 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
100 conditions as set forth herein for CONTRACTOR.

111 —C C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
122 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
133 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
144 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
155 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
166 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and
177 to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance
188 must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by
199 COUNTY representative(s) at any reasonable time.

200 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
211 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
222 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
233 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report.

244 —D E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of
255 this Agreement, COUNTY may terminate this Agreement.

266 EF. QUALIFIED INSURER

277 1. The policy or policies of insurance must be issued by an insurer licensed to do business in
288 the state of California (California Admitted Carrier) or have with a minimum rating- of A- (Secure A.M.
299 Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's
300 Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory,
311 that the insurer be licensed to do business in the state of California (California Admitted Carrier).

332 2. If the insurance carrier is not an admitted carrier in the state of California and does not have
333 an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve
344 or reject a carrier after a review of the company's performance and financial ratings.

355 FG. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
366 limits and coverage as set forth below:

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Coverage

Minimum Limits

Commercial General Liability	\$1,000,000 per occurrence— \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made— or per occurrence <u>\$1,000,000</u>
<u>aggregate</u>	
Sexual Misconduct Liability	\$1,000,000 per occurrence
<u>Employee Dishonesty</u>	<u>\$1,000,000 per occurrence</u>

H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.
2. The Business ~~Auto~~ Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA ~~0012~~ 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

HI. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.
 2. A primary non-contributing endorsement evidencing that the CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- IJ.** All insurance policies required by this Agreement shall waive all rights of subrogation against

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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.

~~JK.~~ The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving 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.

~~—K. All insurance policies required by this Agreement~~ L. CONTRACTOR shall give notify COUNTY in writing within thirty (30) calendar days notice in the event of any policy cancellation and ten (10) calendar days notice for non-payment of premium. ~~This shall be evidenced by policy provisions or an endorsement separate from~~ and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the COI Agreement, upon which the COUNTY may suspend or terminate this Agreement.

LM. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability Professional Liability coverage for two (2) years following completion of Agreement.

MN. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

NO. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

OP. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COI's COIs and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

PQ. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

QR. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to the start date of this Agreement.
 - b. No later than the expiration date for each policy.
 - c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph FG. of this Agreement.
2. The COI and endorsements shall be provided to the COUNTY at the address as referenced specified in the Referenced Contract Provisions of this Agreement.

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3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XII. 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, financial statements, general ledgers, relevant accounting systems, 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

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11 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
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 33 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
 44 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

122 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare ~~and file with~~
 133 ~~ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be~~
 144 ~~required during the term of this Agreement.~~

155 E. ~~CONTRACTOR shall employ a licensed certified public accountant, who will prepare~~ an annual
 166 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR
 177 Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
 188 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)
 199 calendar days of receipt.

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

235 XIII. LICENSES AND LAWS

266 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
 277 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations,
 288 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
 299 regulations and requirements of the United States, the State of California, COUNTY, and all other
 300 applicable governmental agencies. -CONTRACTOR shall notify ADMINISTRATOR immediately and
 311 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,
 332 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be
 333 cause for termination of this Agreement.

334 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

- 22 1. ARRA of 2009.
- 23 2. Code of Federal Regulations, Title 42-CFR, Public Health.
- 24 ~~3. 31 USC 7501-7507, as well as its implementing regulations under 2 CFR Part 200.~~
- 25 3. H&SC 121025.
- 26 4. HIPAA Privacy Rule, as it may now exist ~~now~~, or be hereafter amended, and if applicable.
- 27 5. 42 USC- §12101 et seq., ~~the~~ Americans with Disabilities Act of 1990.
- 28 6. WIC §15600, et seq., Elder Abuse ~~of the Elderly~~ and Dependent Adults Adult Civil Protection
- 29 Act.
- 30 7. 45 CFR Part 76, Drug Free Work Place.
- 31 8. CCR, Title 22, Division 6, Community Care Licensing Division.
- 32 ~~9. Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87,~~
- 33 October 30, 2009).
- 34 10. U.S. Department of Health and Human Services, National Institutes of Health (NIH) Grants
- 35 Policy Statement (10/13).
- 36 11. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy

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1 Statement.

2 ~~10. 78 FR 78590 01~~

3 ~~11~~ 12. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
4 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

5 13. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS
6 Treatment Extension Act of 2009: (Public Law 111-87).

7 ~~12. H & SC 121025.~~

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9 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA LITERATURE,**
10 **ADVERTISEMENTS, AND SOCIAL MEDIA**

11 A. Any written information or literature, including educational or promotional materials, distributed
12 by CONTRACTOR to any person or organization for purposes directly or indirectly related to this
13 Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR
14 before distribution. For the purposes of this Agreement, distribution of written materials shall include,
15 but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such
16 as the Internet.

17 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
18 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
19 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

20 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
21 available social media sites) in support of the services described within this Agreement, CONTRACTOR
22 shall develop social media policies and procedures and have them available to ADMINISTRATOR upon
23 reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used
24 to either directly or indirectly support the services described within this Agreement. CONTRACTOR
25 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media
26 developed in support of the services described within this Agreement. CONTRACTOR shall also include
27 any required funding statement information on social media when required by ADMINISTRATOR.

28 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by
29 COUNTY, unless ADMINISTRATOR consents thereto in writing.

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31 **XV. MAXIMUM OBLIGATION**

32 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
33 Agreement ~~is~~, and the separate Maximum Obligations for each period under this Agreement, are as
34 specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph
35 B. below.

36 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten

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percent (10%) of Period One funding for this Agreement.

XVI. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.

C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XVII. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ~~ethnic group identification~~, race, ~~religion, ancestry, religious creed~~, color, ~~creed, sex, marital status~~, national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry~~, physical ~~or disability~~, mental disability, ~~medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status~~. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ~~ethnic group identification~~, race, ~~religion, ancestry, religious creed~~, color, ~~creed, sex, marital status~~, national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry~~, physical ~~or disability~~, mental disability, ~~medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status~~.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the

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11 provision of benefits.

12 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for
13 employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity
14 Commission setting forth the provisions of the Equal Opportunity clause.

15 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
16 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
17 without regard to ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex,~~
18 ~~marital status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry,~~
19 ~~physical or disability, mental disability, medical condition, genetic information, marital status, sex, gender,~~
20 ~~gender identity, gender expression, age, sexual orientation, or military and veteran status.~~ Such
21 requirements shall be deemed fulfilled by use of the term EOE.

22 6. Each labor union or representative of workers with which CONTRACTOR and/or
23 subcontractor has a collective bargaining agreement or other contract or understanding must post a notice
24 advising the labor union or workers' representative of the commitments under this Nondiscrimination
25 Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants
26 for employment.

27 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
28 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
29 on the basis of ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex,~~
30 ~~marital status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry,~~
31 ~~physical or disability, mental disability, medical condition, genetic information, marital status, sex, gender,~~
32 ~~gender identity, gender expression, age, sexual orientation, or military and veteran status~~ in accordance
33 with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of
34 the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); ~~and~~
35 ~~Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations); and~~
36 ~~Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq.~~ as applicable,
37 and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by
state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of
this Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on
one or more of the factors identified above:

- 38 1. Denying a client or potential client any service, benefit, or accommodation.
- 39 2. Providing any service or benefit to a client which is different or is provided in a different
40 manner or at a different time from that provided to other clients.
- 41 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
42 others receiving any service or benefit.
- 43 4. Treating a client differently from others in satisfying any admission requirement or condition,

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1 | or eligibility requirement or condition, which individuals must meet in order to be provided any service
2 | or benefit.

3 | 5. Assignment of times or places for the provision of services.

4 | C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
5 | through a written statement that CONTRACTOR CONTRACTOR’s and/or subcontractor’s clients may
6 | file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor,
7 | and ADMINISTRATOR or the U.S. Department of Health and Human Services’ Services’ OCR.

8 | 1. Whenever possible, problems shall be resolved informally and at the point of service.
9 | CONTRACTOR shall establish an internal informal problem resolution process for clients not able to
10 | resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with
11 | CONTRACTOR either orally or in writing.

12 | 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
13 | to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

14 | D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with
15 | the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented
16 | in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et
17 | seq.); as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination
18 | against qualified persons with disabilities in all programs or activities; and if applicable, as implemented
19 | in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding
20 | legislation.

21 | E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall
22 | intimidate, coerce or take adverse action against any person for the purpose of interfering with rights
23 | secured by federal or state laws, or because such person has filed a complaint, certified, assisted or
24 | otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce
25 | rights secured by federal or state law.

26 | F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
27 | law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR
28 | or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.

29 | **XVIII. NOTICES**

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

32 | 1. When written and deposited in the United States mail, first class postage prepaid and
33 | addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
34 | by ADMINISTRATOR;
35 |

36 | 2. When faxed, transmission confirmed;

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3. When sent by Email; or
4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.

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

XIX. NOTIFICATION OF DEATH NOTIFICATION OF DEATH

A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for purposes of computing the time within which to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.

C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this

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41 Notification of Death Paragraph.

42 ~~XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS.~~ **NOTIFICATION OF PUBLIC**
43 **EVENTS AND MEETINGS**

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

47 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of
48 any applicable public event or meeting. The notification must include the date, time, duration, location
49 and purpose of the public event or meeting. Any promotional materials or event related flyers must be
400 approved by ADMINISTRATOR prior to distribution.

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412 **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

413 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of
414 this Agreement, prepare, maintain and manage records appropriate to the services provided and in
415 accordance with this Agreement and all applicable requirements.

416 B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards
417 to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of
418 PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate
419 to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of
420 federal or state regulations and/or COUNTY policies.

421 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure
422 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and
423 implement written record management procedures.

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

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

429 F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that
430 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or
431 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained
432 by or for a covered entity that is:

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

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

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

G. CONTRACTOR may retain ~~participant~~, client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or site visit.

2. Provide auditor or other authorized individuals access to documents via a computer terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, ~~notify COUNTY immediately by telephone call plus email or fax upon the discovery of a breach~~ Breach of ~~privacy unsecured PHI and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or facsimile.~~

I. CONTRACTOR may be required to pay any costs associated with a ~~breach~~ 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~~ Breach of privacy and/or security of PII and/or PHI.

J. CONTRACTOR shall retain all ~~participant~~, client, and/or patient medical records for seven (7) years following discharge of the ~~participant~~, client and/or patient, with the exception of 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.

K. CONTRACTOR shall retain all financial records for a minimum of seven (7) 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.

L. 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.

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

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

O. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

XXII. RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,

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or developed, as a result of this Agreement for the purpose of personal or professional research, or for publication.

XXIII. REVENUE

A. CLIENT FEES - CONTRACTOR shall charge a fee to clients to whom services are provided pursuant to this Agreement, their estates and responsible relatives, in accordance with the 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 pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

C. PROCEDURES - CONTRACTOR shall 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, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

XXIV. SEVERABILITY

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

XXV. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,

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subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.

8. Severance pay for separating employees.

9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

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

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

12. Contracting or subcontracting with any entity other than an individual or nonprofit entity, unless no nonprofit entity is able and willing to provide such services.

13. Supplanting current funding for existing services.

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

15. To meet professional licensure or program licensure requirements.

16. Providing inpatient hospital services or purchasing major medical equipment.

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

1. Funding travel or training (excluding mileage or parking).

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

3. Payment for grant writing, consultants, certified public accounting, or legal services.

4. 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.

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

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

XXVI. STATUS OF CONTRACTOR

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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's employees and shall not be considered in any manner to be COUNTY's employees.

XXVII. TERM

A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions 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.

B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

XXVIII. TERMINATION

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

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar ~~days~~ 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 neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.

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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(s) approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

E. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this 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. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D. above, 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. Until the date of termination, continue to provide the same level of service required by this Agreement.

4. 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.

5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client's best interests.

6. If records are to be transferred to COUNTY, pack and label such records in accordance with

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11 directions provided by ADMINISTRATOR.

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

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

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

22 **XXIX. THIRD PARTY BENEFICIARY**

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

26 **XXX. WAIVER OF DEFAULT OR BREACH**

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

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IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

AIDS SERVICES FOUNDATION ORANGE COUNTY
~~AIDS SERVICES FOUNDATION ORANGE COUNTY~~

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____

DEPUTY

35 _____ of

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 Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If 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 empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

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EXHIBIT A
TO AGREEMENT FOR PROVISION OF
HIV CARE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
AIDS SERVICES FOUNDATION ORANGE COUNTY
AIDS SERVICES FOUNDATION ORANGE COUNTY
MARCH 1, ~~2015~~2016 THROUGH FEBRUARY ~~29, 2016~~28, 2019

I. ~~Assurances~~ ASSURANCES

In accordance with funding requirements under Title XXVI of the Public Health Services Act amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White Act), CONTRACTOR assures that it will:

A. Assure that contract funds are used as payer 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.

B. 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.

C. Provide services in a setting that is accessible to low-income individuals with HIV disease.

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

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,

//

1 //
2 -CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding five percent
3 (5%) of the annual gross income of the individual involved.

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

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

11 II. BUDGET

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

14 B. Line item budgets for ~~Client~~ Medical Transportation shall be used to purchase bus passes and
15 ACCESS coupons only. Budgets for ~~Client~~ Medical Transportation may not be exceeded without prior
16 ADMINISTRATOR approval.
17

18 1. Medical Case Management (Medical Retention) Services

19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	
			ADMINISTRATIVE COSTS	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>		<u>PERIOD THREE</u>												
			Salaries	\$ 25,584 <u>35,312</u>	\$ <u>35,312</u>		\$ <u>35,312</u>												
			Benefits	5,884 <u>8,477</u>	<u>8,477</u>		<u>77</u>												
			Operating Expenses																
			Services and Supplies	2,384 <u>5,128</u>	<u>5,128</u>		<u>5,128</u>												
			Facility and Operations	37,411															
			Professional Service				745												
			SUBTOTAL	\$ 72,008 <u>48,917</u>	\$ <u>48,917</u>		\$ <u>48,917</u>												
			DIRECT CARE COSTS																
			Salaries	468,535 <u>318,153</u>	<u>318,153</u>		<u>318,153</u>												
			Benefits	107,763 <u>73,177</u>	<u>73,177</u>		<u>73,177</u>												
			Operating Expenses																
			Travel/Transportation	4,387															
			Services and Supplies	50,324 <u>48,922</u>	<u>48,922</u>		<u>48,922</u>												
			Professional Service	17,056															

1	SUBTOTAL	\$ 648,065 440,922	\$440,922	\$440,922
2				
3	TOTAL COSTS	\$ 720,074 489,169	\$489,169	489,169

2. ~~Non~~ Medical Case Management (Linkage to Care) Services – ~~Client Advocacy~~

7	ADMINISTRATIVE COSTS	PERIOD ONE	PERIOD TWO	PERIOD THREE
8	Salaries	\$ 2,607 568	\$ 568	\$ 568
9	Benefits	600 136	136	136
10	Operating Expenses			
11	Services and Supplies	252 2,596	2,596	2,596
12	Facility and Operations			6,270
13	Professional Service			79
14	SUBTOTAL	\$ 9,808 3,300	\$ 3,300	\$ 3,300
15				
16	DIRECT CARE COSTS			
17	Salaries	\$ 62,996 23,217	\$23,217	\$23,217
18	Benefits	14,489 5,339	5,339	5,339
19	Operating Expenses			
20	Travel/Transportation			111
21	Services and Supplies	8,166 1,145	1,145	1,145
22	Professional Service			2,515
23	SUBTOTAL	\$ 88,277 29,701	\$29,701	\$29,701
24				
25	TOTAL COSTS	\$ 98,085 33,001	\$33,001	\$33,001

3. ~~MAI~~ Medical Case Management (Medical Retention) Services – MAI

31	ADMINISTRATIVE COSTS	PERIOD ONE	PERIOD TWO	PERIOD THREE
32	Salaries	\$ 6,864 8,936	\$ 8,936	\$ 8,936
33	Benefits	1,579 2,145	2,145	2,145
34	Operating Expenses			
35	Services and Supplies	621 1,270	1,270	1,270
36	Facility and Operations			9,814
37	Professional Service			194

1	SUBTOTAL	\$ -19,072			
2		<u>12,351</u>		<u>\$ 12,351</u>	<u>\$ 12,351</u>
3					
4	DIRECT CARE COSTS				
5	Salaries	\$ -125,601	88		
6			<u>694</u>	<u>\$ 88,694</u>	<u>\$ 88,694</u>
7	Benefits	28,888	<u>20,400</u>	<u>20,400</u>	<u>20,400</u>
8	Operating Expenses				
9	Travel/Transportation				<u>-111</u>
10	<u>Services and Supplies</u>	13,187	<u>2,069</u>	<u>2,069</u>	<u>2,069</u>
11	Professional Service				<u>3,865</u>
12	SUBTOTAL	\$171,653	<u>111,163</u>		
13			<u>3</u>	<u>\$111,163</u>	<u>\$111,163</u>
14					
15	TOTAL COSTS	\$190,725			
16		<u>123,514</u>		<u>\$123,514</u>	<u>\$123,514</u>
17	4. Benefits Counseling				
18	<u>4. Medical Case Management (Linkage to Care) Services – MAI</u>				
19					
20					
21	ADMINISTRATIVE COSTS		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
22	Salaries		\$		
23		6,866	<u>2,261</u>	<u>\$ 2,261</u>	<u>\$ 2,261</u>
24	Benefits	1,579	<u>543</u>	<u>543</u>	<u>543</u>
25	Operating Expenses				
26	<u>Services and Supplies</u>	619	<u>395</u>	<u>395</u>	<u>395</u>
27	Facility and Operations				<u>20,028</u>
28	Professional Service				<u>-194</u>
29	SUBTOTAL	\$ 29,286	<u>3,199</u>	<u>\$ 3,199</u>	<u>\$ 3,199</u>
30					
31	DIRECT CARE COSTS				
32	Salaries	\$186,505	<u>21,993</u>	<u>\$21,993</u>	<u>\$ 21,993</u>
33	Benefits	42,896	<u>5,058</u>	<u>5,058</u>	<u>5,058</u>
34	Operating Expenses				
35	Travel/Transportation				<u>22</u>
36	<u>Services and Supplies</u>	26,058	<u>1,736</u>	<u>1,736</u>	<u>1,736</u>
37	Professional Service				<u>-8,092</u>

1	SUBTOTAL	\$ 263,573 28,787	\$28,787	\$ 28,787
2				
3	TOTAL COSTS COST	\$ 292,859 31,986	\$31,986	\$ 31,986

5. ~~5~~ Non-Medical Case Management (Client Support) Services

Nutritional Supplements

	PERIOD ONE	PERIOD TWO	PERIOD THREE
ADMINISTRATIVE COSTS			
Salaries	\$ 6,727 8,449	\$ 8,449	\$ 8,449
Benefits	1,547 2,026	2,026	2,026
Operating Expenses			
Services and Supplies	648 1,817	1,817	1,817
Facility and Operations			1,576
Professional Service			202
SUBTOTAL	\$ 10,701 12,292	\$ 12,292	\$ 12,292
DIRECT CARE COSTS			
Salaries	\$ 14,115 73,714	\$ 73,714	\$ 73,714
Benefits	3,246 16,953	16,953	16,953
Operating Expenses			
Services and Supplies	1,888 19,961	19,961	19,961
Nutritional Supplements			77,058
SUBTOTAL	\$ 93,307 110,628	\$110,628	\$110,628
TOTAL COSTS COST	\$ 107,008 122,920	\$122,920	\$122,920

6. ~~Food Bank~~ Non-Medical Case Management (Client Support) Services – MAI

	PERIOD ONE	PERIOD TWO	PERIOD THREE
ADMINISTRATIVE COSTS			
Salaries	\$ 8,562 2,123	\$ 2,123	\$ 2,123
Benefits	1,969 509	509	509
Operating Expenses			
Services and Supplies	822 441	441	441
Facility and Operations			3,333
Professional Service			257

1	SUBTOTAL	\$ 14,943 <u>3,073</u>	\$ <u>3,073</u>	\$ <u>3,073</u>
2				
3	DIRECT CARE COSTS			
4	Salaries	\$ 29,393 <u>20,886</u>	<u>20,886</u>	<u>20,886</u>
5	Benefits	6,760 <u>4,804</u>	<u>4,804</u>	<u>4,804</u>
6	Operating Expenses			
7	Travel/Transportation			<u>22</u>
8	<u>Services and Supplies</u>	4,889 <u>1,967</u>	<u>1,967</u>	<u>1,967</u>
9	Professional Service			<u>1,174</u>
10	Food Expenses			<u>90,297</u>
11	Non Food Expenses			<u><u>1,954</u></u>
12	SUBTOTAL	\$		
13		134,488 <u>27,657</u>	<u>27,657</u>	<u>27,657</u>
14				
15	TOTAL COSTS <u>COST</u>	\$		
16		149,431 <u>30,730</u>	<u>30,730</u>	<u>30,730</u>

7. ~~Mental Health~~ Non-Medical Case Management (Client Advocacy) Services

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	
21	ADMINISTRATIVE COSTS			
22	Salaries	\$ 6,311 <u>777</u>	<u>6,777</u>	<u>6,777</u>
23	Benefits	1,451 <u>626</u>	<u>1,626</u>	<u>1,626</u>
24	Operating Expenses			
25	<u>Services and Supplies</u>	616 <u>965</u>	<u>965</u>	<u>965</u>
26	Facility and Operations			<u>6,970</u>
27	Professional Service			<u><u>192</u></u>
28	SUBTOTAL	\$ 15,540 <u>9,368</u>	<u>9,368</u>	<u>9,368</u>
29				
30	DIRECT CARE COSTS			
31	Salaries	\$ 98,479 <u>52,901</u>	<u>52,901</u>	<u>52,901</u>
32	Benefits	22,650 <u>12,167</u>	<u>12,167</u>	<u>12,167</u>
33	Operating Expenses			
34	Travel/Transportation			<u>111</u>
35	<u>Services and Supplies</u>	9,710 <u>19,244</u>	<u>19,244</u>	<u>19,244</u>
36	Professional Service			<u>5,233</u>
37	Subcontractor			<u><u>3,675</u></u>

1	SUBTOTAL	\$139,859	84,312	\$84,312	\$84,312
2					
3	TOTAL COSTS	\$155,399	93,680	\$93,680	\$93,680
4	8. Health Insurance Premium/Cost Sharing and Emergency Financial Assistance for				
5	Medications				
6	//				
7	//				
8	<u>8. Non-Medical Case Management (Benefits Counseling) Services</u>				
9					
10		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	
11	ADMINISTRATIVE COSTS				
12	Salaries	\$ 5,395	186	\$ 5,186	\$ 5,186
13	Benefits	1,241	245	1,245	1,245
14	Operating Expenses				
15	Services and Supplies	524	806	806	806
16	Facility and Operations				396
17	Professional Service				164
18	SUBTOTAL	\$ 7,720	237	\$ 7,237	\$ 7,237
19					
20	DIRECT CARE COSTS				
21	Salaries		\$44,698	\$44,698	\$44,698
22	Benefits		10,282	10,282	10,282
23	Operating Expenses				
24	Medical/ Insurance Payments				
25	Services and Supplies	64,482	10,158	10,158	10,158
26	Specialty Payments				5,000
27	SUBTOTAL		\$		
28		69,482	65,138	\$65,138	\$65,138
29					
30	TOTAL COSTS		\$		
31		77,202	72,375	\$72,375	\$72,375
32	#				
33	<u>9. Home Health Care Non-Medical Case Management (Eligibility Screening) Services</u>				
34					
35					
36	ADMINISTRATIVE COSTS	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	
37	Salaries	\$ 7,827	12,727	\$ 12,727	\$ 12,727

1	Benefits	1,800 <u>3,055</u>	<u>3,055</u>	<u>3,055</u>
2	Operating Expenses			
3	Services and Supplies	760 <u>1,981</u>	<u>1,981</u>	<u>1,981</u>
4	Facility and Operations	575		
5	Professional Service	238		
6	SUBTOTAL	\$ 11,200 <u>17,763</u>	\$ <u>17,763</u>	\$ <u>17,763</u>
7				
8	DIRECT CARE COSTS			
9	Salaries	<u>\$106,517</u>	<u>\$106,517</u>	<u>\$106,517</u>
10	Benefits	<u>24,498</u>	<u>24,498</u>	<u>24,498</u>
11	Operating Expenses			
12	C.N.A. Services and Supplies	\$ 65,247		
13		28,847	<u>28,847</u>	<u>28,847</u>
14	Homemaker	24,481		
15	Professional Nursing	1,960		
16	Specialized Care/DME	9,112		
17	SUBTOTAL	\$ 100,800 <u>159,862</u>		
18		<u>2</u>	<u>\$159,862</u>	<u>\$159,862</u>
19				
20	TOTAL COSTS	\$ 112,000 <u>177,625</u>		
21		<u>5</u>	<u>\$177,625</u>	<u>\$177,625</u>
22	//			
23	//			
24	10. Medical Transportation Services <u>Mental Health – Fee-for-Service</u>			
25				
26				
27	ADMINISTRATIVE COSTS			
28	Salaries	\$ 8,285		
29	Benefits	1,906		
30	Operating Expenses			
31	Services and Supplies	793		
32	Facility and Operations	9,755		
33	Professional Service	248		
34	SUBTOTAL	\$ 20,987		
35				
36	DIRECT CARE COSTS	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
37				

1	Salaries	Mental Health	\$	\$82,500	\$82,500
2	Counseling		72,389	82,500	
3	Benefits	Subcontractor	16,649	2,500	2,500
4			2,500		
5	Operating Expenses				
6	Services and Supplies		47,713		
7	Professional Service		3,854		
8	Direct Client Assistance		15,601		
9	Vehicle Maintenance		11,104		
10	Medical Case Management		12,059		
11	Medical Transportation				
12	Non-Medical Case		5,285		
13	Management Medical				
14	Transportation—Client				
15	Advocacy				
16	Medical Case Management		4,226		
17	Medical Transportation—				
18	MAI				
19	SUBTOTAL		\$ 188,880		
20					
21	TOTAL COST	<u>COSTS</u>	\$ 209,867	\$85,000	\$85,000
22			85,000		

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

28	<u>ADMINISTRATIVE COSTS</u>	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
29	Salaries	\$ 7,066	\$ 7,066	\$ 7,066
30	Benefits	1,695	1,695	1,695
31	Operating Expenses			
32	Services and Supplies	1,789	1,789	1,789
33	SUBTOTAL	\$ 10,550	\$ 10,550	\$ 10,550
34				
35	<u>DIRECT CARE COSTS</u>			
36	Operating Expenses			
37	Services and Supplies	\$ 94,950	\$ 94,950	\$ 94,950

1	<u>SUBTOTAL</u>	<u>\$ 94,950</u>	<u>\$ 94,950</u>	<u>\$ 94,950</u>
2				
3	<u>TOTAL COSTS</u>	<u>\$105,500</u>	<u>\$105,500</u>	<u>\$105,500</u>
4	//			
5	<u>12. Home Health Care and Home and Community-Based Services</u>			
6				
7	<u>ADMINISTRATIVE COSTS</u>	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
8	Salaries	<u>\$ 2,338</u>	<u>\$ 2,338</u>	<u>\$ 2,338</u>
9	Benefits	<u>561</u>	<u>561</u>	<u>561</u>
10	Operating Expenses			
11	Services and Supplies	<u>601</u>	<u>601</u>	<u>601</u>
12	<u>SUBTOTAL</u>	<u>\$ 3,500</u>	<u>\$ 3,500</u>	<u>\$ 3,500</u>
13				
14	<u>DIRECT CARE COSTS</u>			
15	Operating Expenses			
16	Subcontractor	<u>\$31,500</u>	<u>\$31,500</u>	<u>\$31,500</u>
17	<u>SUBTOTAL</u>	<u>\$31,500</u>	<u>\$31,500</u>	<u>\$31,500</u>
18				
19	<u>TOTAL COSTS</u>	<u>\$35,000</u>	<u>\$35,000</u>	<u>\$35,000</u>
20				
21	<u>13. Medical Nutrition Therapy</u>			
22				
23	<u>ADMINISTRATIVE COSTS</u>	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
24	Salaries	<u>\$ 8,167</u>	<u>\$ 8,167</u>	<u>\$ 8,167</u>
25	Benefits	<u>1,960</u>	<u>1,960</u>	<u>1,960</u>
26	Operating Expenses			
27	Services and Supplies	<u>373</u>	<u>373</u>	<u>373</u>
28	<u>SUBTOTAL</u>	<u>\$ 10,500</u>	<u>\$ 10,500</u>	<u>\$ 10,500</u>
29				
30	<u>DIRECT CARE COSTS</u>			
31	Salaries	<u>\$ 72,500</u>	<u>\$ 72,500</u>	<u>\$ 72,500</u>
32	Benefits	<u>17,400</u>	<u>17,400</u>	<u>17,400</u>
33	Operating Expenses			
34	Services and Supplies	<u>4,600</u>	<u>4,600</u>	<u>4,600</u>
35	<u>SUBTOTAL</u>	<u>\$ 94,500</u>	<u>\$ 94,500</u>	<u>\$ 94,500</u>
36				
37	<u>TOTAL COSTS</u>	<u>\$105,000</u>	<u>\$105,000</u>	<u>\$105,000</u>

<u>14. Food Bank</u>				
	<u>ADMINISTRATIVE COSTS</u>	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	Salaries	\$ 12,060	\$ 12,060	\$ 12,060
	Benefits	2,893	2,893	2,893
	Operating Expenses			
	Services and Supplies	1,047	1,047	1,047
	SUBTOTAL	\$ 16,000	\$ 16,000	\$ 16,000
	<u>DIRECT CARE COSTS</u>			
	Salaries	\$ 51,272	\$ 51,272	\$ 51,272
	Benefits	12,306	12,306	12,306
	Operating Expenses			
	Services and Supplies	80,422	80,422	80,422
	SUBTOTAL	\$144,000	\$144,000	\$144,000
	TOTAL COSTS	\$160,000	\$160,000	\$160,000
<u>15. Nutritional Supplements</u>				
	<u>ADMINISTRATIVE COSTS</u>	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	Salaries	\$ 6,581	\$ 6,581	\$ 6,581
	Benefits	1,580	1,580	1,580
	Operating Expenses			
	Services and Supplies	339	339	339
	SUBTOTAL	\$ 8,500	\$ 8,500	\$ 8,500
	<u>DIRECT CARE COSTS</u>			
	Salaries	\$16,489	\$16,489	\$16,489
	Benefits	3,957	3,957	3,957
	Operating Expenses			
	Services and Supplies	56,054	56,054	56,054
	SUBTOTAL	\$76,500	\$76,500	\$76,500
	TOTAL COSTS	\$85,000	\$85,000	\$85,000

<u>16. Home Delivered Meals – Fee-for-Service</u>				
	<u>ADMINISTRATIVE COSTS</u>	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>DIRECT CARE COSTS</u>			
	Home Delivered Meals	\$25,000	\$25,000	\$25,000
	<u>TOTAL COSTS</u>	\$25,000	\$25,000	\$25,000
<u>17. Medical Transportation</u>				
	<u>ADMINISTRATIVE COSTS</u>	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	Salaries	\$ 18,977	\$ 18,977	\$ 18,977
	Benefits	4,555	4,555	4,555
	Operating Expenses			
	Services and Supplies	1,957	1,957	1,957
	<u>SUBTOTAL</u>	\$ 25,489	\$ 25,489	\$ 25,489
	<u>DIRECT CARE COSTS</u>			
	Salaries	\$100,108	\$100,108	\$100,108
	Benefits	24,025	\$ 24,025	\$ 24,025
	Operating Expenses			
	Services and Supplies	105,268	105,268	105,268
	<u>SUBTOTAL</u>	\$229,401	\$229,401	\$229,401
	<u>TOTAL COSTS</u>	\$254,890	\$254,890	\$254,890
	<u>18. TOTAL CONTRACT COSTS</u>	-\$ 2,112,650	\$2,030,390	\$2,030,390
	<u>\$2,030,390</u>			

C. CONTRACTOR may request to shift funds between budgeted line items for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain

1 written approval from ADMINISTRATOR for proposed Budget/Staffing Modification Request(s) may
2 result in disallowance of those costs.

3 D. CONTRACTOR's administrative costs cannot exceed ten percent (10%) of total costs for each
4 service. Overhead expenses (e.g., rent, utilities, repair and maintenance) are considered administrative
5 costs.

6 E. CONTRACTOR's cumulative total costs shall be evaluated monthly and compared to the percent
7 of expected contracted costs at that point in the contract period. If CONTRACTOR's actual costs deviate
8 ten percent (10%), either above or below the target, ADMINISTRATOR may request a written
9 justification and a corrective action plan or request for budget revision.

10 F. In the event CONTRACTOR's costs are ten percent (10%) or more below the percent of expected
11 contracted costs; and CONTRACTOR's plan is not acceptable to ADMINISTRATOR, or
12 CONTRACTOR fails to submit a plan within the time period specified by ADMINISTRATOR,
13 #
14 ADMINISTRATOR may reduce the Maximum Obligation for the Period as set forth in the Referenced
15 Contract Provisions of this Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of
16 such reduction.

17 G. Catalog of Federal Domestic Assistance (CFDA) Information

18 1. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number(s) and
19 associated information for federal funds paid through this Agreement are specified below:

20
21 CFDA Year: ~~2015~~2016
22 CFDA No.: 93.914
23 Program Title: HIV Emergency Relief Project Grants (B)
24 Federal Agency: Department of Health and Human Services
25 Award Name: HIV Emergency Relief Projects Grants (B) (Ryan White Part A)
26 Amount: ~~\$2,112,650~~6,091,170 (estimated)
27

28 2. CONTRACTOR may be required to have an audit conducted in accordance with 31 USC
29 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200. CONTRACTOR shall be
30 responsible for complying with any federal audit requirements within the reporting period specified by 31
31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200.

32 3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify
33 CONTRACTOR in writing of said revisions.

34 H. CONTRACTOR may not use Ryan White Part A funds for:

- 35 1. purchase or improve land, or to purchase, construct or permanently improve any building or
36 other facility (other than minor remodeling),
37 2. cash payments to service recipients,

- 3. development of materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual,
- 4. the purchase of vehicles without written Grants Management Officer approval,
- 5. non-targeted marketing or promotions or advertising about HIV services that target the general public,
- 6. broad-scope awareness activities about HIV services that target the general public, outreach activities,
- 7. outreach activities that have HIV prevention education as their exclusive purpose,
- 8. influencing or attempting to influence members of Congress and other Federal personnel, and
- 9. foreign travel.

I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

III. ~~Client Grievance Review and resolution Policy~~ CLIENT GRIEVANCE REVIEW AND RESOLUTION POLICY

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

B. CONTRACTOR shall establish and maintain a Client Grievance Resolution Policy and document that each client to whom services are provided under the terms of this Agreement are given information on the grievance process. CONTRACTOR's policy shall allow for the client to appeal CONTRACTOR's decision to ADMINISTRATOR, for review if the client is unsatisfied with CONTRACTOR's final decision related to a grievance. CONTRACTOR shall submit a copy of its Client Grievance Resolution Policy to ADMINISTRATOR within thirty (30) calendar days of the effective date of this Agreement and within fifteen (15) calendar days of the adoption by CONTRACTOR of any revisions to the policy. CONTRACTOR's Client Grievance Resolution Policy is subject to approval by ADMINISTRATOR for the purpose of maintaining consistency with established standards and policies.

IV. ~~General Staffing Requirements~~ GENERAL STAFFING REQUIREMENTS

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

B. CONTRACTOR shall adhere to staffing and licensure requirements as indicated in Standards of Care approved by ADMINISTRATOR.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within three (3) business days, of

1 any staffing changes that occur during the term of this Agreement.

2 //

3 **V. PAYMENTS**

4 **A. BASIS FOR REIMBURSEMENT—**

5 1. COUNTY shall pay CONTRACTOR for the actual costs of providing the Case Management,
6 Food Bank, and Medical Transportation services described hereunder, less any revenues which are
7 actually received by CONTRACTOR for Ryan White eligible services; provided, however, that
8 CONTRACTOR's costs are allowable pursuant to county, state, and federal regulations.

9 2. COUNTY shall pay CONTRACTOR a fee-for-service for Mental Health services at \$19.88
10 per fifteen (15) minute one-on-one counseling unit, \$80.86 for a sixty (60) minute new client individual
11 psychosocial assessment, or \$4.67 per fifteen (15) minute group counseling unit for up to five (5)
12 unduplicated Ryan White eligible clients per group conducted.

13 3. COUNTY shall pay CONTRACTOR a fee-for-service for Home Delivered Meals services
14 at \$8.50 per meal.

15 **B. PAYMENT METHOD –** COUNTY shall pay CONTRACTOR monthly in arrears the actual cost
16 of ~~the~~ Case Management, Health Insurance Premium Payment, Home Health Care, Medical Nutrition
17 Therapy, Food Bank, Nutritional Supplements and Medical Transportation and fee-for-service for Mental
18 Health and Home Delivered Meals services, less any revenues that are actually received by
19 CONTRACTOR provided for Ryan White eligible services, however, ~~that~~ the total of such payments shall
20 not exceed the COUNTY's Maximum Obligation. CONTRACTOR's billings shall be on a form approved
21 or provided by ADMINISTRATOR and shall provide such information as is required by
22 ADMINISTRATOR. —Billings are due by the twentieth (20th) calendar day

23 #
24 of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-
25 one (21) calendar days after receipt of the correctly completed billing form. Invoices received after the
26 due date may not be paid within the same month.

27 **C.** Monthly payments are interim payments only, and subject to Final Settlement in accordance with
28 the Cost Report Paragraph of this Agreement.

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

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

34 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the total
35 amount of payments exceed the actual costs of providing services, ADMINISTRATOR may reduce
36 COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the payments
37 to CONTRACTOR and the actual costs incurred by CONTRACTOR.

1 E. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay any
 2 payment, either in whole or in part, if CONTRACTOR fails to comply with any provision of this
 3 Agreement, including, but not limited to, CONTRACTOR's obligations with respect to reporting,
 4 correcting deficiencies, or delays in progressing satisfactorily in achieving all the terms of this Agreement.
 5 CONTRACTOR agrees that release of any payment withheld or delayed by ADMINISTRATOR shall be
 6 contingent upon satisfactory implementation and timeliness of CONTRACTOR's corrective action;
 7 provided, however, that any issue not satisfactorily resolved after sixty (60) calendar days may result in
 8 CONTRACTOR's loss of such withheld or delayed funds.

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

12 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 13 Payments Paragraph of this Exhibit A to the Agreement.

14 VI. ~~Reports~~ **REPORTS**

15
 16 A. CONTRACTOR shall maintain records and make reports as required by ADMINISTRATOR.
 17 Such reports shall include, but may not be limited to, cooperating in the Evaluation of Administrative
 18 Mechanism process and its timelines. CONTRACTOR understands that failure to provide said reports or
 19 meet any of the requirements of this Reports Paragraph shall be cause for ADMINISTRATOR to withhold
 20 or delay any or a portion of payments to CONTRACTOR, as specified in the Payments Paragraph of this
 21 Exhibit A to the Agreement.

22 #

23 B. FISCAL

24 1. In support of monthly billings, CONTRACTOR shall submit monthly Expenditure and
 25 Revenue Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by
 26 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost
 27 center(s) described in the Services Paragraph of this Exhibit A to the Agreement, the number of HIV
 28 infected individuals served, and the number of service units provided by CONTRACTOR with funds from
 29 this Agreement (Units of Service Report). The reports shall be due to ADMINISTRATOR no later
 30
 31 than the twentieth (20th) calendar day following the end of the month being reported, unless otherwise
 32 agreed to in writing by ADMINISTRATOR.

33 2. CONTRACTOR shall submit quarterly Year-End Projection Reports to
 34 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and
 35 shall report anticipated units of services to be provided, and projected year-end actual costs and revenues
 36 for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A
 37 to the Agreement. Such reports shall include the actual monthly costs and revenues as of the date

1 submitted and anticipated monthly costs and revenues projected through year-end. Year-End Projection
 2 Reports shall be due on the third Monday of the following ~~dates: April 20, 2015;~~ months each year: June
 3 ~~22, 2015;~~ September ~~21, 2015;~~ and December ~~7, 2015;~~ unless otherwise agreed to in writing by
 4 ADMINISTRATOR. The Year-End

5 //
 6 Cost Report shall be submitted to the ADMINISTRATOR on the last Friday of April each year; unless
 7 otherwise agreed to in writing by the ADMINISTRATOR.

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

14 D. PROGRAMMATIC – CONTRACTOR shall submit biannual programmatic reports to
 15 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and
 16 shall include but not be limited to, staff changes and corresponding impact on services, status of licensure
 17 and/or certifications, changes in populations being served and reasons for any such changes.
 18 CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of
 19 this Agreement and, if not, shall specify what steps will be taken to achieve satisfactory progress. The
 20 reports shall be due on the ~~following dates: third Monday of March and September 21, 2015; March 21,~~
 21 ~~2016; unless otherwise agreed to in writing by ADMINISTRATOR~~ each year.

22 E. ~~RWDR~~/RSR – CONTRACTOR shall submit to ADMINISTRATOR in a format provided or
 23 approved by ADMINISTRATOR, documentation of services provided, including characteristics of clients
 24 receiving those services and descriptive information about CONTRACTOR's organization. ~~RWDR~~/RSR
 25 documentation shall be received by ADMINISTRATOR no later than February 1 for the preceding
 26 calendar year.

27 #

28 F. Countywide Data Reporting – CONTRACTOR shall fully comply with ADMINISTRATOR
 29 requirements for real-time data reporting of client demographics and selected service delivery information
 30 for Ryan White Act funded services. For purposes of this Agreement, real-time data reporting shall be
 31 defined as entering data into the COUNTY's designated data system within five (5) business days of
 32 providing services, unless otherwise agreed upon in writing, by ADMINISTRATOR.

33 G. QM REPORTS – CONTRACTOR shall submit an annual QM Report with appropriate
 34 signature(s) to ADMINISTRATOR ~~for this Agreement. The QM Report shall be due by March 31, 2015~~
 35 ~~and March 31, 2016.~~ on the last business day of March each year; unless otherwise agreed to in writing by
 36 the ADMINISTRATOR. The QM Report shall be submitted in a format provided or approved by
 37 ADMINISTRATOR. The QM Report shall include but not be limited to:

- 1 1. Summary of QM activities;
- 2 2. Service-specific outcome measure results as outlined in the annual Ryan White performance
- 3 measures;
- 4 3. Summary of findings; and
- 5 4. Summary of how findings will be addressed.

6 H. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as required by
7 ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder.

8 //
9 ADMINISTRATOR shall be specific as to the nature of information requested and, when possible, shall
10 allow thirty (30) calendar days for CONTRACTOR to respond.

11 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports
12 Paragraph of this Exhibit A to the Agreement.

13 **VII. SERVICES**

14 A. CONTRACTOR shall make all services specified herein available to eligible persons who reside
15 in Orange County and are infected with the HIV, in accordance with this Agreement. Parties understand
16 that Common Standards of Care have been developed for all HIV Services and service-specific Standards
17 of Care have been developed for some services. CONTRACTOR shall adhere to standards of care approved
18 by ADMINISTRATOR.

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

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

29 #
30 3. Unless otherwise stated, CONTRACTOR shall verify eligibility for services including ~~Basic~~
31 basic eligibility for all Ryan White services ~~include~~ that includes proof of HIV status, proof of residency
32 within Orange County, and lack of other sources of services. ~~Additional~~ CONTRACTOR shall verify
33 service specific service qualifications as outlined in the Requirements to be eligible and qualify document.

34 a. CONTRACTOR shall document verification of eligibility ~~requirements are indicated in~~
35 the on forms provided or approved by ADMINISTRATOR.

36 b. Eligibility ~~Subparagraph for each service section below. Eligibility shall be verified~~ must
37

1 be evaluated at minimum least every six (6) months or when the client's eligibility or service qualifications
 2 change.

3 4. CONTRACTOR shall maintain files for all clients. Files, at a minimum, shall contain
 4 information necessary for federal reporting, including, but not limited to, name, address, race, ethnicity,
 5 gender, date of birth, living situation, income, source of insurance, CDC disease stage, and risk factors,
 6 and types of service provided.

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

11 6. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in
 12 a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
 13 shall maintain documentation of such efforts which may include, but not be limited to: records of
 14 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and
 15 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
 16 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

17 7. It is understood by both parties that ADMINISTRATOR places a high degree of importance
 18 on the availability of accurate and timely data. Examples include data on costs, utilization, and the cost-
 19 effectiveness of HIV-related services. CONTRACTOR shall cooperate fully in meeting data requests and
 20 requirements specified by ADMINISTRATOR, including, at minimum, monthly entry of client
 21 demographic data, service eligibility verification, service utilization information, and instant reporting of
 22 service delivery. In addition, CONTRACTOR shall submit any data or report required by the funding
 23 source of agencies providing services with Ryan White Act, MAI funds, and any data or report required
 24 by the department of Housing and Urban Development of agencies when providing services with HOPWA
 25 funds.

26 B. MEDICAL CASE MANAGEMENT SERVICES

27 1. ~~DEFINITION~~ DEFINITIONS

28 a. Medical Retention Services – A range of client-centered services that link clients with
 29 access to medically appropriate levels of health ~~care, psychosocial, and other~~ support services. ~~The goal~~
 30 ~~of case management is to enhance independence and increase quality~~ continuity ~~of life for clients through~~
 31 ~~adherence to medical~~ care, provided by trained professionals, including both medically credentialed and
 32 ~~other health~~ care. ~~The coordination and follow-up of medical treatments~~ staff who are part of the primary,
 33 ~~but not exclusive, components~~ clinical care team, through all types of medical case management ~~encounters~~
 34 including face-to-face, phone contact, and any other form of communication. These services ensure
 35 timely and coordinated access to medically appropriate levels of health and support services. Medical
 36 Case Management should also ensure continuity of care through ongoing assessment of the client's needs
 37 and personal support systems. Key activities include:

- 1 ~~a.~~ 1) initial assessment of service needs;
- 2 ~~b.~~ 2) development of a comprehensive, individualized service plan;
- 3 ~~c.~~ 3) coordination of services required to implement the plan;
- 4 ~~d.~~ 4) monitoring of client to assess the efficacy of the plan;
- 5 ~~e.~~ 5) periodic re-evaluation at least every three (3) months and adaptation of the plan, as

6 necessary; and

- 7 6) clear documentation of assessment, plan, and referrals.

8 b. Linkage to Care – A range of client-centered services to link newly diagnosed individuals
 9 and those needing re-engagement in HIV care must utilize the Anti-Retroviral Treatment and Access
 10 Services (ARTAS) strengths-based model. The preferred model for the ARTAS Linkage to Care service
 11 is to have dedicated medical case management staff distinct from other medical case management staff
 12 who provide services beyond the initial ARTAS intervention. The ARTAS Linkage to Care program shall
 13 be limited to six (6) months. Individuals that require additional assistance beyond six (6) months shall be
 14 transitioned to ongoing medical case management services to ensure linkage and retention in care. Key
 15 activities include:

- 16 1) initial assessment of service needs;

- 17 2) development of a comprehensive, individualized service plan;

- 18 3) coordination of services required to implement the plan;

- 19 4) monitoring of client to assess the efficacy of the plan;

- 20 5) periodic re-evaluation at least every three months and adaptation of the plan, as

21 necessary; and

- 22 6) f. clear documentation of assessment, plan, and referrals.

23 2. SCOPE OF SERVICES

24 a. CONTRACTOR shall provide access to a full range of ~~Medical Case Management~~
 25 services. Services must be consistent with Standards of Care for Case Management provided by
 26 ADMINISTRATOR. These services ensure timely and coordinated access to appropriate levels of health
 27 and support services.

28 b. ~~Medical Case Management~~ Services should ensure continuity of care through ongoing
 29 assessment of the client's needs and personal support systems.

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

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

- 36 1) Client Intake:

- 37 a) Perform client intake within five (5) business days of the client's referral or initial

1 client contact. Client intake shall include gathering of pertinent client information necessary to ~~establish~~
 2 ~~the client's eligibility, demographic information, and information necessary for federal reporting.~~

3 ~~_____ b) Provide client with information that includes: client's rights and responsibilities,~~
 4 ~~information about filing a grievance, and notice of privacy practices. The case manager should also obtain~~
 5 ~~required documents, including: consent for client information to be entered in Countywide database,~~
 6 ~~consent for treatment form, signed receipt of rights and responsibilities, signed receipt of information on~~
 7 ~~the grievance process, and releases of information as appropriate.~~

8 ~~_____ 2) Comprehensive Assessment:~~

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

14 #

15 #

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

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

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

Level of Case Management	Client Acuity Level	Minimum Assessment Frequency	Minimum Contact Frequency
Basic	Low	6 months	3 months
Moderate	Moderate	3 months	1 month
Intensive	High	2 months	1 month

32 ~~_____ e) Maintain regular and appropriate contact with clients or with person(s)~~
 33 ~~responsible for providing care, in the case of dependent clients. Periodicity should be based on client need~~
 34 ~~and acuity level and on minimum standards set by ADMINISTRATOR in the Standards of Care, as noted~~
 35 ~~above.~~

36 ~~_____ 3) Education: Incorporate general and client specific prevention education into case~~
 37 ~~management sessions.~~

~~4) 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 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 shall make an effort to identify barriers to adherence.~~~~b) Monitor client medication adherence and provide assistance as appropriate.~~~~c) Communicate barriers to adherence to client's medical care providers.~~~~8) Service Closure:~~~~a) Document service closure of client in client file.~~~~b) Make reasonable and appropriate attempts to locate and communicate with clients lost to follow up before terminating services. The case manager may refer the case to an outreach worker in an attempt to bring the client back into care if attempts to locate client have been unsuccessful. Referrals to the outreach worker shall be documented in the client's chart as part of a termination plan.~~~~c) Close out the client in the data collection system within thirty (30) days of service closure.~~

~~e. MEDICAL CASE MANAGEMENT LEVELS~~

~~1) 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 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 Medical Case Management and determination of staff caseloads:~~

~~a) 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.~~

~~b) Moderate—Clients with moderate acuity and regular, ongoing need for assistance and support to meet needs. Staff performing moderate level case management shall have a minimum of Bachelor's degree in a social service field or comparable case management experience. Moderate level case management requires, at minimum, monthly contact with clients and quarterly (every three months) reassessments of needs.~~

~~c) 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.~~

~~3. UNITS OF SERVICE—Medical Case Management—CONTRACTOR shall, at minimum, provide the following units of service:~~

	<u>Units of Service</u>
Basic—Bachelor's Level	
—Face to face contacts	544
—Unduplicated clients	220
Moderate—Bachelor's Level	
—Face to face contacts	200
—Unduplicated clients	63
Moderate—Master's	
—Face to face contacts	326
—Unduplicated clients	88

1	Intensive	
2	— Face to face contacts	744
3	— Unduplicated clients	154

4
5 ~~4. STAFFING – MEDICAL CASE MANAGEMENT~~

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

8		
9	ADMINISTRATIVE STAFF	<u>FTEs</u>
10	— Director – Finance and Operations	0.0630
11	— Senior Accountant	0.0630
12	— Accounting Clerk	0.0630
13	— Staff Accountant	0.0630
14	— Network Administrator	0.0630
15	— Data Programmer	0.0630
16	— Senior Administrative Assistant	0.0504
17	— Executive Director	<u>0.0252</u>
18	SUBTOTAL	0.4536

19		
20	DIRECT CARE STAFF	
21	— Senior Director of Programs	0.2193
22	— Director of Clinical Services	0.4416
23	— Director of Support Services	0.1374
24	— Director of Clinical Services	0.7065
25	— Lead Nurse Case Manager	0.5888
26	— Nursing Case Manager	1.0274
27	— Case Management Assistant	1.6490
28	— Social Workers	2.9633
29	— Social Services Case Supervisor	0.4345
30	— Social Services Case Manager	<u>1.2354</u>
31	SUBTOTAL	9.4032

32		
33	TOTAL FTEs	9.8568

34
35 ~~b. CONTRACTOR shall adhere to staffing requirements as stated in Standards of Care for~~
36 ~~Case Management provided by ADMINISTRATOR.~~

37 C. NON-MEDICAL CASE MANAGEMENT ~~–CLIENT ADVOCACY~~

1 1. DEFINITION – The provision of ~~basic needs assessment and assistance (through appropriate~~
 2 ~~referrals) in obtaining medical, social, community, legal, financial, and other needed services. Client~~
 3 ~~Advocacy does not require, but can include, a more comprehensive needs assessment and periodic and/or~~
 4 ~~minimal follow up. Advocacy services may be used as a gate way for registering, determining client~~
 5 ~~eligibility and assessing needs for other Ryan White funded services.~~

6 2. SCOPE OF SERVICES

7 ~~a. CONTRACTOR shall provide access to Client Advocacy services. Services must be~~
 8 ~~consistent with Standards of Care provided by ADMINISTRATOR. These services ensure timely and~~
 9 ~~coordinated access to appropriate levels of health and support services.~~

10 ~~b. CONTRACTOR shall provide Client Advocacy activities as follows:~~

11 ~~1) Client Intake and Basic Assessment: Perform client intake and basic assessment~~
 12 ~~within five (5) business days of the client's referral or initial client contact. Intake should include gathering~~
 13 ~~of pertinent client information necessary to assist client with education and referral services. Areas of~~
 14 ~~assessment should be based on client's expressed needs and may include, but not be limited to: medical~~
 15 ~~need; understanding of HIV transmission factors; substance use; mental health issues; financial needs;~~
 16 ~~nutritional needs; housing and living situation; social and emotional support; legal issues; and~~
 17 ~~transportation.~~

18 ~~2) Education: Provide education about community resources as appropriate. Client~~
 19 ~~education may take place outside from one on one services and include such activities as newsletters,~~
 20 ~~group education sessions, social network sites.~~

21 ~~3) Referral/Advocacy and Coordination of Services: Based on the client's intake and~~
 22 ~~assessment, refer client to the appropriate health, social services, and entitlement programs available in~~
 23 ~~house or in the community (inclusive of HIV related and non-HIV related private and/or governmental~~
 24 ~~services).~~

25 ~~3. UNITS OF SERVICE — NON MEDICAL CASE MANAGEMENT — CLIENT~~
 26 ~~ADVOCACY CONTRACTOR shall, at minimum, provide the following units of service. An encounter~~
 27 ~~shall be fifteen (15) minutes in duration and shall consist of any one on one contact (i.e. face to face,~~
 28 ~~telephone) with a client to provide referral, education, or information regarding needed services.~~

	<u>Units of Service</u>
31 Client Advocacy	
32 — Encounters	570
33 — Unduplicated clients	238

34 ~~4. STAFFING — NON MEDICAL CASE MANAGEMENT — CLIENT ADVOCACY-~~
 35 ~~CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs, which shall be~~
 36 ~~equal to an average of forty (40) hours worked per week:~~

	<u>FTEs</u>
1	ADMINISTRATIVE STAFF
2	— Director Finance & Ops 0.0080
3	— Senior Accountant 0.0080
4	— Accounting Clerk 0.0080
5	— Staff Accountant 0.0080
6	— Network Administrator 0.0080
7	— Data Programmer <u>0.0080</u>
8	SUBTOTAL 0.0480
9	
10	DIRECT CARE STAFF
11	— Senior Director of Programs 0.0488
12	— Director of Clinical Services 0.0488
13	— Case Management Assistant 0.2930
14	— Social Worker Supervisor 0.0488
15	— Social Services Case Manager <u>1.0912</u>
16	SUBTOTAL 1.5306
17	
18	TOTAL FTEs 1.5786

~~D. MEDICAL CASE MANAGEMENT SERVICES – MAI~~

~~1. DEFINITION – A range of client-centered services that link clients, ethnic groups disproportionately impacted by the HIV epidemic with health care, psychosocial, and other services. The goal of case management is to enhance independence and increase quality of life for clients through adherence to medical care. The coordination and follow-up of medical treatments are the primary, but not exclusive, components of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services. Case Management should also ensure continuity of care through ongoing assessment of the client's needs and personal support systems.~~

Key activities include:

- ~~a. initial assessment of service needs;~~
- ~~b. development of a comprehensive, individualized service plan;~~
- ~~c. coordination of services required to implement the plan;~~
- ~~d. monitoring of client to assess the efficacy of the plan;~~
- ~~e. periodic re-evaluation and adaptation of the plan; and~~
- ~~f. clear documentation of assessment, plan, and referrals.~~

~~2. SCOPE OF SERVICES~~

a. CONTRACTOR shall provide access to ~~a full range of Medical Case Management services.~~ Services must be consistent with Standards of Care for Case Management provided by

ADMINISTRATOR. These services ensure timely and coordinated access to appropriate levels of health and support services.

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

~~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 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 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, demographic information, and information necessary for federal reporting.~~

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: consent for client information to be entered in Countywide database, consent for treatment form, signed receipt of rights and responsibilities, signed receipt of information on the grievance process, and releases of information as appropriate.

2) Comprehensive Psychosocial 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~~ psychosocial 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, ~~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	Client Acuity	Minimum Assessment	Minimum Contact
--------------------------	--------------------------	-------------------------------	----------------------------

Management	Level	Frequency	Frequency
Basic	Low	6 months	3 months
Moderate	Moderate	3 months	1 month
Intensive	High	2 months	1 month
<u>Level of Case Management</u>		<u>Minimum Psychosocial Assessment Frequency</u>	<u>Minimum Contact Frequency</u>
<u>Linkage to Care Services</u>		<u>3 months</u>	<u>twice a month</u>
<u>Medical Retention Services</u>		<u>3 months</u>	<u>1 month</u>
<u>Client Support Services</u>		<u>6 months</u>	<u>3 months</u>

e) Maintain regular and appropriate contact with clients or with person(s) responsible for providing care, in the case of dependent clients. 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) Individual 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. The ISP shall be a living document and updated as frequently as required based on client's goals and progress. 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.

1 c) Conduct follow-up on clients who fall out of care.
 2 d) Make reasonable attempts to maintain clients who have behavioral issues that
 3 impede delivery of services in Case Management. This may include establishing behavioral contracts for
 4 continuation of services. CONTRACTOR shall notify ADMINISTRATOR of any situation necessitating
 5 behavioral contracts for continuation of services.

6 7) Coordination of Medical Care:

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

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

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

11 8) Service Closure:

12 a) Document service closure of client in client file.

13 b) Make reasonable and appropriate attempts to locate and communicate with
 14 clients lost to follow-up before terminating services. The case manager may refer the case to an outreach
 15 worker in an attempt to bring the client back into care if attempts to locate client have been unsuccessful.
 16 Referrals to the outreach worker shall be documented in the client's chart as part of a termination plan.

17 c) Close out the client in the data collection system within thirty (30) days of
 18 service closure.

19 **C. NON-MEDICAL CASE MANAGEMENT** ~~e. MEDICAL CASE~~

20 ~~MANAGEMENT MAI LEVELS~~

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

24 ~~2) CONTRACTOR shall adhere to Standards of Care, determined by the community~~
 25 ~~and provided by ADMINISTRATOR, in providing services. For the purposes of this Agreement, the~~
 26 ~~following is provided as a guideline for assignment of clients to Medical Case Management MAI and~~
 27 ~~determination of staff caseloads:~~

28 ~~a) Basic The least intensive level of case management for low acuity clients who~~
 29 ~~need only minimal assistance and support to meet needs. Staff performing basic level case management~~
 30 ~~shall have a minimum of Bachelor's degree in a social service field or comparable case management~~
 31 ~~experience. Basic level case management requires, at minimum, quarterly contact with clients and semi-~~
 32 ~~annual (every six months) reassessments of needs.~~

33 ~~b) Moderate Clients with moderate acuity and regular, ongoing need for~~
 34 ~~assistance and support to meet needs. Staff performing moderate level case management shall have a~~
 35 ~~minimum of Bachelor's degree in a social service field or comparable case management experience.~~
 36 ~~Moderate level case management requires, at minimum, monthly contact with clients and face-to-face~~
 37 ~~quarterly (every three months) reassessment of needs.~~

~~c) 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.~~

~~3. SERVICES~~

~~1. DEFINITIONS~~

~~a. Client Support – The provision of needs assessment and timely follow up to ensure clients are accessing needed supportive services. This service can be provided by non-medically credentialed staff. Key activities include:~~

- ~~1) initial assessment of service needs;~~
- ~~2) development of a comprehensive, individualized service plan;~~
- ~~3) coordination of services required to implement the plan;~~
- ~~4) monitoring of client to assess the efficacy of the plan;~~
- ~~5) periodic re-evaluation at least every six (6) months and adaptation of the plan, as~~

~~necessary; and~~

~~6) clear documentation of assessment, plan, and referrals. Service Coordination may be used as a “step-down” model for transitioning clients to increasing levels of self-sufficiency.~~

~~b. Client Advocacy -The provision of basic needs assessment and assistance (through appropriate referrals) in obtaining medical, social, community, legal, financial, and other needed services.~~

~~Key activities include:~~

- ~~1) assessment of service needs;~~
- ~~2) provision of information and/or referrals;~~
- ~~3) assistance in obtaining intake information for individuals pending enrollment in a service and who are initiating a thirty (30) day grace period, if needed;~~
- ~~4) clear documentation of assessment and referrals. On-going follow-up with clients is~~

~~not a requirement of Client Advocacy.~~

~~c. Benefits Counseling and Eligibility Screening - The provision of services~~ UNITS OF SERVICE — MEDICAL CASE MANAGEMENT SERVICES — MAI — CONTRACTOR ~~shall, at minimum, provide the following units of service:~~

AFRICAN AMERICAN	<u>Units of Service</u>
Basic — Bachelor's Level	
— Face to face contacts	50
— Unduplicated clients	27
Moderate — Bachelor's Level	

1	Face to face contacts	82
2	Unduplicated clients	23
3	Moderate—Master’s or Nurse Case Manager	
4	Face to face contacts	41
5	Unduplicated clients	11
6	Intensive	
7	Face to face contacts	149
8	Unduplicated clients	27
9	LATINO	
10	Basic—Bachelor’s Level	
11	Face to face contacts	165
12	Unduplicated clients	92
13	Moderate—Bachelor’s Level	
14	Face to face contacts	215
15	Unduplicated clients	60
16	Moderate—Master’s or Nurse Case Manager	
17	Face to face contacts	82
18	Unduplicated clients	23
19	Intensive	
20	Face to face contacts	160
21	Unduplicated clients	30

~~4. STAFFING—MEDICAL CASE MANAGEMENT SERVICES—MAI~~

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

27	ADMINISTRATIVE STAFF	FTEs
28	—Director—Finance and Operations	0.0165
29	—Senior Accountant	0.0165
30	—Accounting Clerk	0.0165
31	—Staff Accountant	0.0165
32	—Network Administrator	0.0165
33	—Data Programmer	0.0165
34	—Executive Assistant	0.0106
35	—Executive Director	0.0088
36	SUBTOTAL	0.1184

37

DIRECT CARE STAFF

— Senior Director of Programs	0.1206
— Director of Clinical Services	0.1206
— Lead Nurse Case Manager	0.1254
— Nurse Case Managers	0.3664
— Social Worker Supervisor	0.1447
— Social Workers	0.5911
— Social Services Case Manager	0.8850
SUBTOTAL	2.3538
TOTAL FTEs	2.4722

~~_____ b. CONTRACTOR shall make its best effort to hire staff with bilingual capabilities in Spanish/English to assist with case management services.~~

~~_____ e. CONTRACTOR shall adhere to staffing requirements as stated in Standards of Care for Case Management provided by ADMINISTRATOR.~~

~~**E. BENEFITS COUNSELING**~~

~~_____ 1. DEFINITION— Services that refer or assist eligible clients to obtain access to non-Ryan White public and private programs for which they may be eligible, including Medicaid, Medicare Part D, Social Security Disability Insurance, State Disability Insurance, Supplemental Security Income, General Relief, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, Health Insurance Premium Programs, and other supportive services. Benefits/Entitlement Counseling may Key activities include follow up with clients who need follow up assistance in accessing services or benefits. It is expected that this service is available to any eligible client, including those not receiving case management or those receiving case management and other services at another agency.~~

~~**2. SCOPE OF SERVICES**~~

~~_____ a. General Benefits Counseling: CONTRACTOR shall provide Benefits Counseling activities as follows:~~

~~_____ 1) Verify eligibility and provide services to individuals who meet Ryan White eligibility requirements, including those receiving case management at another agency or those not enrolled in case management. Eligibility should be evaluated at least every six (6) months.~~

1) assessment of needs;

2) Educate helping clients about to understand eligibility criteria for benefits, the benefits provided by the program, and the payment process and the rights of beneficiaries;

~~_____ 3) Provide providing~~ consultation and advice regarding benefits programs;

~~_____ 4) Assist clients in the completion of benefits application forms;~~

3) assessment of client income, insurance, and residency;

4) provision of information regarding Affordable Care Act;

5) ~~Negotiate~~ assistance in completing applications or negotiating on ~~the~~-behalf of clients ~~with benefits administration staff;~~ for eligible services; and

6) ~~Refer~~ referring to and ~~coordinate~~ coordinating with legal services in cases of ~~judicial litigation~~ administrative proceedings.

2. SCOPE OF SERVICES

~~b. Eligibility Screening: CONTRACTOR shall provide Eligibility Screening as follows:~~

~~1) Screen clients~~ a. CONTRACTOR shall provide access to services via information or referrals. Services must be consistent with Standards of Care for Case Management provided by ADMINISTRATOR. These services ensure timely and coordinated access to appropriate levels of health and support services.

~~to determine eligibility for Ryan White, LIHP, and other private and public programs.~~

~~2) Document verification of eligibility in ADMINISTRATOR's designated data system, in writing, in each client's file on forms provided or approved by ADMINISTRATOR.~~

~~c. 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 will include client's increased understanding of benefits available to them.~~

~~3. UNITS OF SERVICE - BENEFITS COUNSELING~~ - CONTRACTOR shall, at minimum, provide the following units of service. A session shall be fifteen (15) minutes in duration and shall consist of face-to-face contact with a client to assist with benefits services.

	<u>Units of Service</u>
General Benefits Counseling	
— 15-minute session	2,317
— Unduplicated clients	274
Eligibility Screening	
— 15-minute session	980
— Unduplicated clients	00

~~4. STAFFING - BENEFITS COUNSELING~~ - CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs, which shall be equal to an average of forty (40) hours worked per week:

ADMINISTRATIVE STAFF	<u>FTEs</u>
— Director - Finance and Operations	0.0167

1	— Senior Accountant	0.0167
2	— Accounting Clerk	0.0167
3	— Staff Accountant	0.0167
4	— Network Administrator	0.0167
5	— Data Programmer	0.0167
6	— Executive Assistant	0.0089
7	— Executive Director	0.0089
8	SUBTOTAL	0.1180
9		
10	DIRECT CARE STAFF	
11	— Senior Director of Programs	0.0498
12	— Director Clinical Services	0.0498
13	— Benefits Counselor I	0.8459
14	— Eligibility Screener	3.9810
15	SUBTOTAL	4.9265
16		
17	TOTAL FTEs	5.0445

F. NUTRITIONAL SUPPLEMENTS

1. DEFINITION – The provision of high-caloric nutritional supplements to individuals experiencing difficulty maintaining appropriate weight levels through consumption of non-specialty foods. Services are to be provided by a licensed registered dietitian, registered nurse, nurse practitioner, or medical doctor. Supplements may include, but are not limited to, nutritional drinks (such as Ensure) and bars. Non-prescription basic multi-vitamins may also be offered.

~~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;~~
- ~~4) Have a prescription from his/her physician or a written recommendation from a registered dietician, registered nurse, or nurse practitioner;~~
- ~~5) Do not have, or have exhausted, benefits covering nutritional supplements under insurance coverage. CONTRACTOR shall assist clients who cannot utilize benefits due to an inability to pay co payments in applying for services through the Health Insurance Premium/Cost Sharing and Emergency Financial Assistance for Medications program as defined in Subparagraph H below.~~

~~b. CONTRACTOR shall document verification of eligibility on forms provided or approved by ADMINISTRATOR.~~

~~c. Eligibility should be evaluated at least every six (6) months.~~

3. SCOPE OF SERVICES – CONTRACTOR shall:

a. CONTRACTOR shall provide access to the following Nutritional Supplements services. Services must be consistent with Common Standards of Care provided by ADMINISTRATOR.

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

2) Multi-vitamin supplement through the Food Bank prescribed or recommended in writing as indicated above.

3) Conduct, at a minimum, quarterly re-evaluations of client’s nutritional needs and need for services.

~~b. 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 CONTACTOR, outcome measures for Nutritional Supplements shall include maintained or increased weight as a result of receiving supplements.~~

~~4. UNITS OF SERVICE – NUTRITIONAL SUPPLEMENTS~~

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

— Units of Nutritional Supplements	4507
— Unduplicated clients	612

~~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 – NUTRITIONAL SUPPLEMENTS – CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs, which shall be equal to an average of forty (40) hours worked per week:~~

	<u>FTEs</u>
ADMINISTRATIVE STAFF	
— Director – Finance and Operations	0.0202
— Senior Accountant	0.0202
— Accounting Clerk	0.0202
— Staff Accountant	0.0202
— Network Administrator	0.0202
— Data Programmer	0.0202
— Executive Assistant	0.0011

1	— Executive Director	0.0011
2	SUBTOTAL	0.1234
3		
4	DIRECT CARE STAFF	
5	— Senior Director of Programs	0.0830
6	— Director of Support Services	0.0826
7	— Food Pantry Coordinator	0.0414
8	— Director of Volunteer Services Coordinator	0.0414
9	SUBTOTAL	0.2484
10		
11	TOTAL FTEs	0.3718

G. FOOD BANK SERVICES

1. DEFINITION - The provision of supplemental food to eligible clients through a food pantry. It does not include providing clients funding to purchase food or meals. Food from at least four out of the five basic food groups must be offered. Food items must be nutritious and culturally appropriate. Service must include documented ongoing education and referral of all clients to the food stamp program (if eligible) and community programs.

~~2. ELIGIBILITY~~

~~a. CONTRACTOR shall verify eligibility and provide nutrition 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) Are not eligible for food service benefits under other publicly funded programs (e.g. WIC, SNAP). CONTRACTOR shall refer clients who are eligible for other programs to case management or benefits counseling to assist in applying for services through those programs.~~

~~b. CONTRACTOR shall document verification of eligibility on forms provided or approved by ADMINISTRATOR.~~

~~c. Eligibility should be evaluated at least every six (6) months.~~

~~3. SCOPE OF SERVICES~~

a. CONTRACTOR shall provide access to services to eligible populations. Services must be consistent with Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct the following activities:

1) Provide food to clients with consideration of client's nutritional needs and/or dietary restrictions;

2) Ensure food bank order has, at minimum, an approximate retail value of fifty dollars (\$50).

- 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

~~b. 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 the following:~~

- ~~1) Maintained or improved weight; and~~
- ~~2) Increased ability to take medications.~~

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

	<u>Units of Service</u>
— Food Orders	4,657
— Unduplicated clients	—438

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

	<u>FTEs</u>
ADMINISTRATIVE STAFF	
— Director - Finance and Operations	0.0255
— Senior Accountant	0.0255
— Accounting Clerk	0.0255
— Staff Accountant	0.0255
— Network Administrator	0.0255
— Data Programmer	0.0255
— Executive Assistant	0.0017
— Executive Director	0.0017
SUBTOTAL	0.1564

DIRECT CARE STAFF

— Senior Director of Programs	0.0003
— Director of Auxillary Services	0.3427
— Food Pantry Coordinator	0.2198
— Volunteer Coordinator	0.0600
— Drivers	<u>0.0600</u>
SUBTOTAL	0.6828
TOTAL FTEs	0.8392

~~**H. MENTAL HEALTH SERVICES**~~

1. DEFINITION - Psychological and psychiatric treatment and counseling services offered to individuals with a diagnosed mental condition provided by a mental health professional licensed or authorized within the state to render such services. This typically includes psychiatrists, psychologists, marriage and family therapist, licensed clinical social workers, and appropriate interns. Services may include individual counseling and/or therapeutic or group counseling.

~~**2. ELIGIBILITY**~~

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

~~1) Meet Ryan White eligibility requirements;~~

~~2) Are living at or below three hundred percent (300%) of the Federal poverty level;~~

~~and~~

~~3) Do not have, or have exhausted, benefits covering mental health under insurance coverage. CONTRACTOR shall assist clients who cannot utilize benefits due to an inability to pay co-payments in applying for services through the Health Insurance Premium/Cost Sharing and Emergency Financial Assistance for Medications program.~~

~~b. CONTRACTOR shall document verification of eligibility on forms provided or approved by ADMINISTRATOR.~~

~~c. Eligibility should be evaluated at least every six (6) months.~~

~~**3. SCOPE OF SERVICES**~~

a. CONTRACTOR shall provide access to mental health services to eligible populations. Services must be consistent with Standards of Care for Mental Health provided by ADMINISTRATOR. CONTRACTOR shall conduct the following activities:

1) Client Intake:

a) Perform client 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, demographic information, and information necessary for federal reporting.

1 b) Provide client with information that includes: client's rights and responsibilities,
2 information about filing a grievance, and notice of privacy practices. The case manager should also obtain
3 required documents, including: consent for client information to be entered in Countywide database,
4 consent for treatment form, signed receipt of rights and responsibilities, signed receipt of information on
5 the grievance process, and releases of information as appropriate.

6 2) Comprehensive Assessment:

7 a) Begin assessment of client within one (1) week of client intake and complete
8 assessment within thirty (30) days. ~~Areas of assessment should include, but not be limited to: mental~~
9 ~~#~~
10 health issues, medical need; understanding of HIV transmission factors; substance use; financial needs;
11 social support, emotional support, legal issues, education and employment, and spirituality.

12 b) Conduct ongoing reassessments based on client's need but at minimum of once
13 every twelve (12) months.

14 ~~3) ITP:~~

15 a) Develop an ITP with specific client goals, interventions proposed, timeframes
16 for actions, and Client Work Plan within two (2) weeks of completion of the comprehensive assessment.

17 b) Review and revise ITP as necessary, at a minimum of every twelve (12) months.

18 4) Treatment Provision:

19 a) Provide individual therapy and/or group counseling sessions to clients based on
20 the treatment plan developed for each client. Maintain progress notes or summary notes for all sessions.

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

24 5) Referrals / Coordination of Services / Linkages: Develop linkages with other
25 community providers and mental health resources for client referrals, as appropriate. These providers and
26 resources shall include, but not be limited to, other Orange County HIV care and treatment programs, case
27 managers, and HIV education/prevention programs designed to prevent HIV transmission; and

28 6) Service Closure:

29 a) Document service closure of client in client file.

30 b) Close out the client in the data collection system within thirty (30) days of
31 service closure.

32 ~~b. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation~~
33 ~~requirements, including development and implementation of a Quality Management Plan. Unless~~
34 ~~modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for~~
35 ~~Mental Health services will include the following:~~

36 ~~1) Development of individual treatment plans;~~

37 ~~2) Met goals stated in individual treatment plans; and/~~

~~3) Increased ability to cope with HIV disease as measured in Client Satisfaction Survey.~~

~~4. UNITS OF SERVICE – MENTAL HEALTH SERVICES~~

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

	<u>Units of Service</u>
— One on One Counseling Units	1,450
— Unduplicated Clients	134
— Group Counseling Units	524

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

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

~~d. The usual maximum number of sessions provided under this service category is fifteen (15) visits per client.~~

~~e. D. Based on a client's therapeutic need, the therapist may increase the number of visits to twenty-five (25) with prior written approval using the prior authorization for Mental Health Services form.~~

~~5. STAFFING – MENTAL HEALTH SERVICES~~

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

<u>ADMINISTRATIVE STAFF</u>	<u>FTEs</u>
— Director – Finance and Operations	0.0192
— Senior Accountant	0.0192
— Accounting Clerk	0.0192
— Staff Accountant	0.0192
— Network Administrator	0.0192
— Data Programmer	0.0192
— Executive Assistant	0.0017
SUBTOTAL	0.1169

DIRECT CARE STAFF

— Senior Director of Programs	0.2521
— Director of Clinical Services	0.1260
— Mental Health Counselors	1.2603
SUBTOTAL	1.6384

~~TOTAL FTEs~~

~~1.7553~~

~~b. CONTRACTOR shall adhere to staffing requirements as stated in Standards of Care for Mental Health provided by ADMINISTRATOR.~~

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

~~1. DEFINITION~~ DEFINITIONS

~~a. Health Insurance Premium/Cost Sharing: -~~ 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. This includes premium payments, risk pools, co-payments, and deductibles.

~~b. Emergency Financial Assistance for Medications: -~~ 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 ADAP with no co-payment requirement; and~~
- ~~3) Are not covered by other funding sources.~~

~~b. CONTRACTOR shall document verification of eligibility on forms provided or approved by ADMINISTRATOR.~~

~~c. Eligibility should be evaluated at least every six (6) months.~~

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

~~a. CONTRACTOR shall provide access to services to eligible populations. Services must be consistent with Common Standards of Care provided by ADMINISTRATOR.~~

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

~~c. Payments shall be made directly to pharmacies for drugs prescribed by a licensed medical provider. 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.~~

~~d. 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.

e. 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.

f. 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.

~~E. 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, outcome measures for these services shall include the following:~~

- ~~1) Maintenance of prescription medications; and~~
- ~~2) Maintenance of health insurance~~

~~4. UNITS OF SERVICE – HEALTH INSURANCE PREMIUM/COST SHARING AND EMERGENCY FINANCIAL ASSISTANCE FOR MEDICATIONS~~

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

	<u>Units of Service</u>
Insurance Premium	
Payments	186
Unduplicated Clients	32
Co-Payment	
Payments	373
Unduplicated Clients	7
Medication Payments	
Payments	58
Unduplicated Clients	48

~~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 – HEALTH INSURANCE PREMIUM/COST SHARING AND EMERGENCY FINANCIAL ASSISTANCE FOR MEDICATIONS – CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs, which shall be equal to an average of forty (40) hours worked per week:~~

ADMINISTRATIVE STAFF	FTEs
— Director — Finance and Operations	0.0166
— Senior Accountant	0.0166
— Accounting Clerk	0.0166
— Staff Accountant	0.0166
— Network Administrator	0.0166
— Data Programmer	0.0166
— Executive Assistant	0.0166
TOTAL	0.1162

~~J. HOME HEALTH CARE SERVICES~~

~~1. DEFINITION~~

HOME HEALTH CARE/HOME AND COMMUNITY-BASED SERVICES

1. DEFINITIONS

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.

~~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;~~

~~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; and~~

~~5) Do not have, or have exhausted, benefits covering home health services under insurance coverage. CONTRACTOR shall assist clients who cannot utilize benefits due to an inability to pay co-payments in applying for services through the Health Insurance Premium/Cost Sharing and Emergency Financial Assistance for Medications program.~~

~~b. CONTRACTOR shall document verification of eligibility 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.~~

~~d. Eligibility should be evaluated at least every six (6) months.~~

~~3. SCOPE OF SERVICES~~

a. CONTRACTOR shall provide access to services to eligible populations. Services must be consistent with Common Standards of Care provided by ADMINISTRATOR.

#

b. 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 Clinical Director – Programs prior to authorization.

4) 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

1 monitoring because of risk of falls or other hazards, but who do not require twenty-four hour attendant
2 care.

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

11 F. MEDICAL NUTRITION THERAPY

12 1. DEFINITION - The provision of nutritional counseling based on a physician's
13 recommendation and a nutritional plan developed by a licensed, registered dietitian. This service is
14 intended to provide medically necessary referrals to food services. Medical necessity is determined based
15 on an individual's nutritional plan. The plan ensures that clients have access to food and nutritional
16 supplements that promote appropriate weight, address specific medical issues, and/or ensure medication
17 adherence.

18 2. SCOPE OF SERVICES

19 ea. CONTRACTOR shall comply provide access to services to eligible clients. Services
20 must be consistent with Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall
21 conduct the following activities:

22 1) Provide a nutritional assessment for each client;

23 2) Develop a nutrition plan; and

24 3) Facilitate referrals for nutrition services as appropriate.

25 G. FOOD BANK SERVICES

26 1. DEFINITION - The provision of supplemental food to eligible clients through a food pantry.
27 It does not include providing clients funding to purchase food or meals. Food from at least four out of the
28 five basic food groups must be offered. Food items must be nutritious and culturally appropriate. Service
29 must include documented ongoing education and referral of all clients to the food stamp program (if
30 eligible) and community programs.

31 2. SCOPE OF SERVICES

32 a. CONTRACTOR shall provide access to services to eligible populations. Services must
33 be consistent with Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct
34 the following activities:

35 1) Provide food to clients with consideration of client's nutritional needs and/or dietary
36 restrictions;

37 2) Ensure food bank order has, at minimum, an approximate retail value of

1 fifty dollars (\$50).

2 3) Distribute food items prior to the labeled expiration date;

3 4) Ensure that food bank menu items are inspected for quality and re-evaluated on a
4 semi-annual basis by a registered dietitian;

5 5) Ensure that food selections and services are culturally appropriate;

6 6) Conduct a survey at least once per year to measure clients' satisfaction with the Food
7 Bank menu;

8 7) Make food bank orders available to clients at all Orange County Ryan White Act-
9 funded agencies; and

10 H. NUTRITIONAL SUPPLEMENTS

11 1. DEFINITION – The provision of high-caloric nutritional supplements to individuals
12 experiencing difficulty maintaining appropriate weight levels through consumption of non-specialty
13 foods. Services are to be provided by a licensed registered dietitian, registered nurse, nurse practitioner,
14 or medical doctor. Supplements may include, but are not limited to, nutritional drinks (such as Ensure)
15 and bars. Non-prescription basic multi-vitamins may also be offered.

16 2. SCOPE OF SERVICES – CONTRACTOR shall:

17 a. CONTRACTOR shall provide access to the following Nutritional Supplements services.
18 Services must be consistent with Common Standards of Care provided by ADMINISTRATOR.

19 1) High calorie supplements prescribed by the client's physician or recommended in
20 writing by a registered dietitian or a nurse case manager; and /or

21 2) Multi-vitamin supplement through the Food Bank prescribed or recommended in
22 writing as indicated above.

23 3) Conduct, at a minimum, quarterly re-evaluations of client's nutritional needs and
24 need for services.

25 I. HOME DELIVERED MEALS

26 1. DEFINITION – The provision of nutritionally balanced prepared meals to individuals who
27 are home-bound due to physical disability and/or unable to independently prepare meals.

28 2. SCOPE OF SERVICES – CONTRACTOR shall:

29 a. CONTRACTOR shall provide access to services to eligible populations. Services must
30 be consistent with Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct
31 the following activities:

32 b. Perform an initial meal assessment for each client to determine the nutritional needs
33 and/or dietary restrictions;

34 c. Conduct, at minimum, quarterly re-evaluations of client's nutritional needs and need for
35 services;

36 d. Ensure that each meal contains at least one (1) serving from each of the following food
37 groups;

1) Meat, fish, poultry, dry beans, eggs, and nuts group;

2) Rice, noodles, cereal and bread group;

3) Fruits and vegetables group.

e. Ensure that home-delivered meals items are inspected for quality and re-evaluated on a semi-annual basis by a registered dietitian;

f. ~~ADMINISTRATOR's program evaluation~~ Provide a minimum of two (2) meals a day to eligible clients;

g. Recruit, train, and supervise volunteer meals drivers;

h. Coordinate and schedule volunteer drivers to deliver meals;

i. Disseminate information describing the meal program and eligibility requirements, ~~including development and implementation of a Quality Management Plan. Unless modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for~~ to ensure these services are known and accessible to individuals, groups and/or private and public agencies associated with providing services to HIV-infected individuals in Orange County.

J. MENTAL HEALTH SERVICES

1. DEFINITION - Psychological and psychiatric treatment and counseling services offered to individuals with a diagnosed mental condition provided by a mental health professional licensed or authorized within the state to render such services. This typically includes psychiatrists, psychologists, marriage and family therapist, licensed clinical social workers, and appropriate interns. Services may include individual counseling and/or therapeutic or group counseling.

2. SCOPE OF SERVICES

a. CONTRACTOR shall provide access to mental health services to eligible populations. Services must be consistent with Standards of Care for Mental Health provided by ADMINISTRATOR. CONTRACTOR shall conduct the following activities:

1) Client Intake:

a) Perform client 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, demographic information, and information necessary for federal reporting.

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: consent for client information to be entered in Countywide database, consent for treatment form, signed receipt of rights and responsibilities, signed receipt of information on the grievance process, 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 thirty (30) days. Areas of assessment should include, but not be limited to: mental health issues, medical need; understanding of HIV transmission factors; substance use; financial needs;

1 social support, emotional support, legal issues, education and employment, and spirituality.

2 b) Conduct ongoing reassessments based on client’s need but at minimum of once
3 every twelve (12) months.

4 3) Individual Treatment Plan (ITP):

5 //

6 a) Develop an ITP with specific client goals, interventions proposed, timeframes
7 for actions, and Client Work Plan within two (2) weeks of completion of the comprehensive assessment.

8 b) Review and revise ITP as necessary, at a minimum of every twelve (12) months.

9 4) Treatment Provision:

10 a) Provide individual therapy and/or group counseling sessions to clients based on
11 the treatment plan developed for each client. Maintain progress notes or summary notes for all sessions.

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

15 5) Referrals / Coordination of Services / Linkages: Develop linkages with other
16 community providers and mental health resources for client referrals, as appropriate. These providers and
17 resources shall include, but not be limited to, other Orange County HIV care and treatment programs, case
18 managers, and HIV education/prevention programs designed to prevent HIV transmission; and

19 6) Service Closure:

20 a) Document service closure of client in client file.

21 b) Close out the client in the data collection system within thirty (30) days of
22 service closure.

23 ~~shall include adherence to treatment plan as directed by physician.~~

24 ~~4. UNITS OF SERVICE – HOME HEALTH CARE SERVICES~~

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

	<u>Units of Service</u>
Certified Nursing Attendant Visits	4,488
Unduplicated Clients	35
Homemaker Visits	2,200
Unduplicated Clients	20
Specialized Care Visit	80
Unduplicated Clients	13
DME Item	132
Unduplicated Clients	33
Professional Nursing Visits	9
Unduplicated Clients	1

- ~~b. One (1) CNA unit of service shall equal one hour of care provided by a CNA.~~
- ~~c. One (1) Homemaker unit of service shall equal one hour of service provided by a Homemaker.~~
- ~~d. One (1) Specialized Care unit of service shall equal one visit.~~
- ~~e. One (1) DME unit of service shall equal one DME item.~~
- ~~f. One (1) Professional Nursing unit of service shall equal one visit of care provided by an RN.~~

~~5. STAFFING HOME HEALTH CARE SERVICES~~

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

ADMINISTRATIVE STAFF	FTEs
— Director Finance and Operations	0.0241
— Senior Accountant	0.0241
— Accounting Clerk	0.0241
— Staff Accountant	0.0241
— Network Administrator	0.0241
— Data Programmer	0.0241
TOTAL	0.1687

- ~~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.~~

~~K. MEDICAL TRANSPORTATION SERVICES VAN AND TAXI RIDES~~

~~1. DEFINITION – Conveyance services by taxi and provider van provided to a client in order to access HIV-related health care services. Services may be provided routinely or on an urgent basis.~~

~~2. ELIGIBILITY~~

- ~~a. CONTRACTOR shall verify eligibility and provide Medical Transportation Van and Taxi rides to individuals who:~~
- ~~1) Meet Ryan White eligibility requirement;~~
- ~~2) Are living at or below one hundred fifty percent (150%) of the Federal poverty level;~~
- ~~and~~
- ~~3) Have medical transportation needs that cannot be met through bus passes or ACCESS coupons; or~~
- ~~4) Are not eligible for medical transportation services under health insurance coverage~~

~~or other funding source. CONTRACTOR shall refer clients who are eligible for other programs to case management or benefits counseling to assist in applying for services through those programs.~~

~~b. CONTRACTOR shall document verification of eligibility on forms provided or approved by ADMINISTRATOR.~~

~~c. Eligibility should be evaluated at least every six (6) months.~~

~~3. SCOPE OF SERVICES —MEDICAL TRANSPORTATION SERVICES~~

a. CONTRACTOR shall provide access to services to eligible populations. Services must be consistent with Standards of Care for Medical Transportation provided by ADMINISTRATOR.

CONTRACTOR shall conduct the following activities:

1) Conduct client intake to gather necessary information and provide client with information regarding client’s rights and services.

2) Assess the client's needs to determine best mode of transportation;

3) Schedule client rides and contact clients with confirmation;

4) Maintain current records of client's name, date of trip, purpose of trip, and services provided;

5) Enroll all transportation staff in the DMV Pull Notice Program;

6) Conduct quarterly safety reviews with staff drivers;

7) Comply with applicable California laws and regulations pertaining to safety inspections;

8) Schedule and maintain records of all vehicle maintenance.

b. Medical transportation services must be provided in conjunction with a known upcoming health care appointment.

c. The most cost-effective means of transportation that meets client’s needs shall be utilized. Clients whose medical transportation needs may be met by using bus passes or ACCESS coupons shall receive those services through case management or client advocacy services. Taxi rides shall be utilized only as a last resort and shall only be provided for transportation to and/or from medical services.

~~d. 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 this service shall include an increased ability to get to health care appointments.~~

~~4 UNITS OF SERVICE —MEDICAL TRANSPORTATION SERVICES—CONTRACTOR shall provide the following services:~~

<u>Medical Transportation</u>	<u>Units of Service</u>
Unduplicated Clients	176
One Way Van Trips	1,500

1	One-Way Taxi Trips	486
2		
3	Medical Case Management Medical	
4	Transportation	
5	Reduced fare daily bus passes	900
6	Regular fare daily bus passes	176
7	Reduced fare monthly bus passes	165
8	Regular fare monthly bus passes	43
9	ACCESS	1,128
10	Unduplicated clients	177
11		
12	Non Medical Case Management Client	
13	Advocacy Medical Transportation	
14	Reduced fare daily passes	1,368
15	Regular fare daily bus passes	58
16	Reduced fare monthly bus passes	111
17	Regular fare monthly bus passes	15
18	ACCESS	227
19	Unduplicated clients	55
20		
21	Medical Case Management MAI Medical	
22	Transportation	
23	Reduced fare daily passes	853
24	Regular fare daily bus passes	17
25	Reduced fare monthly passes	49
26	Regular fare monthly passes	5
27		
28	5. STAFFING MEDICAL TRANSPORTATION SERVICES CONTRACTOR shall, at a	
29	minimum, provide the following paid staff expressed in FTEs, which shall be equal to an average of forty	
30	(40) hours worked per week:	
31		
32	ADMINISTRATIVE STAFF	FTEs
33	Director Finance and Operations	0.0245
34	Senior Accountant	0.0245
35	Accounting Clerk	0.0245
36	Staff Accountant	0.0245
37	Network Administrator	0.0245

1	—Data Programmer	0.0245
2	—Executive Assistant	0.0020
3	—Executive Director	0.0020
4	SUBTOTAL	0.1510
5		
6	DIRECT CARE STAFF	
7	—Senior Director of Programs	0.0001
8	—Director of Auxiliary Service	0.0838
9	—Transportation Coordinator	0.8384
10	—Drivers	1.3834
11	SUBTOTAL	2.3057
12		
13	TOTAL FTEs	2.4567

14

15 L. QM PLAN

16 1. CONTRACTOR shall participate in QM activities including, but not limited to, trainings,
 17 development of standards of care, peer reviews, and the establishment of countywide goals and objectives.
 18 Unless modified by agreement of ADMINISTRATOR and CONTRACTOR, CONTRACTOR shall
 19 develop and submit to ADMINISTRATOR a written QM Plan signed by CONTRACTOR's authorized
 20 representative ~~on February 2, 2015.~~ CONTRACTOR shall participate in the QM activities established
 21 by ADMINISTRATOR and shall adhere to the standards set forth by the countywide Ryan White QM
 22 Committee.

- 23 2. The QM Plan shall include but not be limited to CONTRACTOR's:
- 24 a. Quality statement;
- 25 b. Quality infrastructure, including leadership, QM committee, staff roles and
 26 responsibilities, and reporting;
- 27 c. Capacity building activities, including orientation and training on QM activities;
- 28 d. Evaluation, including evaluation of quality infrastructure, performance measures, and
 29 quality improvement activities; and
- 30 e. Goals, objectives, indicators, and targets for each service category.
- 31 f. 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 ~~will include the following:~~
- 35 ~~1) For Medical Case Management:~~
- 36 ~~a) Improvement in health as measured by undetectable viral load;~~
- 37 ~~b) Retention in care as measured by having at least one medical visit with provider~~

~~in each six-month period of a 24-month measurement period with a minimum of 60 days between visits;
c) Increased ability to get to medical care as measured in Client Satisfaction;
d) Decreased psycho-social needs as measured by stable or improved acuity scores;
and~~

~~e) Meeting individual's goals as measured in Client Satisfaction Survey.
2) For Non-Medical Case Management Client Advocacy:
a) Client receive information they need to access services.
3) For Non-Medical Case Management Benefits Counseling:
a) Client receive information or assistance they need regarding benefit options.
4) For Health Insurance Premium & Cost Sharing Assistance Medications:
a) Client is able to maintain health insurance;
b) Client is able to obtain insurance they would not otherwise be able to obtain.
5) For Emergency Financial Assistance for Medications:
a) Client is able to maintain access to prescription medications;
b) Client is able to obtain medications they would not otherwise be able to obtain.~~

//

~~6) For Mental Health Services:
a) Charts include a completed individual treatment plan;
b) Clients meet goals set with therapist;
c) Clients comply with their treatment plan;
d) Services help the client better cope with their HIV disease.
7) For Food Bank:
a) Client is able to gain or maintain appropriate weight;
b) Service helps client take their medications that need to taken with food.
8) For Nutritional Supplements:
a) Client is able to gain or maintain appropriate weight;
b) Service helps client take their medications that need to taken with food;
c) Service helps client maintain or improve their health.
9) For Medical Transportation bus passes and/or ACCESS coupons increased ability
to get to health care appointments.~~

M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

//

VIII. STAFFING

A. MEDICAL CASE MANAGEMENT (MEDICAL RETENTION) SERVICES

1. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in 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 THREE</u>
<u>ADMINISTRATIVE STAFF</u>	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
Executive Director	0.0048	0.0048	0.0048
Administrative Assistant	0.0567	0.0567	0.0567
Director of Finance & Operations	0.1170	0.1170	0.1170
Senior Accountant	0.1170	0.1170	0.1170
Staff Accountant	0.1170	0.1170	0.1170
Accounting Clerk	0.1170	0.1170	0.1170
Data Programmer	0.1170	0.1170	0.1170
<u>SUBTOTAL FTEs</u>	<u>0.6465</u>	<u>0.6465</u>	<u>0.6465</u>
<u>PROGRAM ADMINISTRATIVE STAFF</u>			
Senior Director of Programs	0.0020	0.0020	0.0020
<u>SUBTOTAL</u>	<u>0.0020</u>	<u>0.0020</u>	<u>0.0020</u>
<u>DIRECT CARE STAFF</u>			
Senior Director of Programs	0.1975	0.1975	0.1975
Director of Case Management	0.7198	0.7198	0.7198
Nurse Case Manager	1.5411	1.5411	1.5411
Case Management Assistant	0.6300	0.6300	0.6300
Social Worker	2.0164	2.0164	2.0164
Benefit Counselor	0.1400	0.1400	0.1400
<u>SUBTOTAL</u>	<u>5.2448</u>	<u>5.2448</u>	<u>5.2448</u>
<u>TOTAL FTEs</u>	<u>5.8933</u>	<u>5.8933</u>	<u>5.8933</u>

2. CONTRACTOR shall adhere to staffing requirements as stated in Standards of Care for Case Management provided by ADMINISTRATOR.

//

B. MEDICAL CASE MANAGEMENT (LINKAGE TO CARE) SERVICES

1. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in 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 THREE</u>
<u>ADMINISTRATIVE STAFF</u>	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>

1	<u>Director of Finance & Operations</u>	<u>0.0019</u>	<u>0.0019</u>	<u>0.0019</u>
2	<u>Senior Accountant</u>	<u>0.0019</u>	<u>0.0019</u>	<u>0.0019</u>
3	<u>Staff Accountant</u>	<u>0.0019</u>	<u>0.0019</u>	<u>0.0019</u>
4	<u>Accounting Clerk</u>	<u>0.0019</u>	<u>0.0019</u>	<u>0.0019</u>
5	<u>Data Programmer</u>	<u>0.0019</u>	<u>0.0019</u>	<u>0.0019</u>
6	<u>SUBTOTAL</u>	<u>0.0095</u>	<u>0.0095</u>	<u>0.0095</u>
8	<u>PROGRAM ADMINISTRATIVE STAFF</u>			
10	<u>Senior Director of Programs</u>	<u>0.0005</u>	<u>0.0005</u>	<u>0.0005</u>
11	<u>SUBTOTAL</u>	<u>0.0005</u>	<u>0.0005</u>	<u>0.0005</u>
13	<u>DIRECT CARE STAFF</u>			
15	<u>Senior Director of Programs</u>	<u>0.0260</u>	<u>0.0260</u>	<u>0.0260</u>
16	<u>Director of Case Management</u>	<u>0.0052</u>	<u>0.0052</u>	<u>0.0052</u>
17	<u>Linkage to Care Social Worker</u>	<u>0.5075</u>	<u>0.5075</u>	<u>0.5075</u>
18	<u>SUBTOTAL</u>	<u>0.5387</u>	<u>0.5387</u>	<u>0.5387</u>
19	<u>TOTAL FTEs</u>	<u>0.5487</u>	<u>0.5487</u>	<u>0.5487</u>

22 2. CONTRACTOR shall adhere to staffing requirements as stated in Standards of Care for Case
 23 Management provided by ADMINISTRATOR.
 24 //

25 C. MEDICAL CASE MANAGEMENT (MEDICAL RETENTION) SERVICES - MAI
 26 1. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs,
 27 which shall be equal to an average of forty (40) hours worked per week:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
<u>ADMINISTRATIVE STAFF</u>	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
31 <u>Executive Director</u>	<u>0.0502</u>	<u>0.0502</u>	<u>0.0502</u>
32 <u>Senior Administrative Assistant</u>	<u>0.0457</u>	<u>0.0457</u>	<u>0.0457</u>
33 <u>Director of Finance & Operations</u>	<u>0.0017</u>	<u>0.0017</u>	<u>0.0017</u>
34 <u>Senior Accountant</u>	<u>0.0017</u>	<u>0.0017</u>	<u>0.0017</u>
35 <u>Staff Accountant</u>	<u>0.0017</u>	<u>0.0017</u>	<u>0.0017</u>
36 <u>Accounting Clerk</u>	<u>0.0017</u>	<u>0.0017</u>	<u>0.0017</u>
37 <u>Data Programmer</u>	<u>0.0017</u>	<u>0.0017</u>	<u>0.0017</u>

1	SUBTOTAL FTEs	<u>0.1044</u>	<u>0.1044</u>	<u>0.1044</u>
2				
3	PROGRAM STAFF			
4	Senior Director of Programs	<u>0.0020</u>	<u>0.0020</u>	<u>0.0020</u>
5				
6	SUBTOTAL FTEs	<u>0.0020</u>	<u>0.0020</u>	<u>0.0020</u>
7				
8	DIRECT CARE STAFF			
9	Senior Director of Programs	<u>0.1008</u>	<u>0.1008</u>	<u>0.1008</u>
10	Director of Case Management	<u>0.1077</u>	<u>0.1077</u>	<u>0.1077</u>
11	Nurse Case Manager	<u>0.5834</u>	<u>0.5834</u>	<u>0.5834</u>
12	Case Management Assistant	<u>0.1125</u>	<u>0.1125</u>	<u>0.1125</u>
13	Social Worker	<u>0.5036</u>	<u>0.5036</u>	<u>0.5036</u>
14	SUBTOTAL FTEs	<u>1.4080</u>	<u>1.4080</u>	<u>1.4080</u>
15				
16	TOTAL FTEs	<u>1.5144</u>	<u>1.5144</u>	<u>1.5144</u>

2. CONTRACTOR shall adhere to staffing requirements as stated in Standards of Care for Case Management provided by ADMINISTRATOR.

D. MEDICAL CASE MANAGEMENT (LINKAGE TO CARE) SERVICES - MAI

1. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in 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 THREE</u>
<u>ADMINISTRATIVE STAFF</u>	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
Executive Director	<u>0.0163</u>	<u>0.0163</u>	<u>0.0163</u>
Director of Finance & Operations	<u>0.0005</u>	<u>0.0005</u>	<u>0.0005</u>
Senior Accountant	<u>0.0005</u>	<u>0.0005</u>	<u>0.0005</u>
Staff Accountant	<u>0.0005</u>	<u>0.0005</u>	<u>0.0005</u>
Accounting Clerk	<u>0.0005</u>	<u>0.0005</u>	<u>0.0005</u>
Data Programmer	<u>0.0005</u>	<u>0.0005</u>	<u>0.0005</u>
SUBTOTAL FTEs	<u>0.0188</u>	<u>0.0188</u>	<u>0.0188</u>
<u>PROGRAM ADMINISTRATIVE STAFF</u>			
Senior Director of Programs	<u>0.0005</u>	<u>0.0005</u>	<u>0.0005</u>
SUBTOTAL	<u>0.0005</u>	<u>0.0005</u>	<u>0.0005</u>

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DIRECT CARE STAFF

Senior Director of Programs	0.0240	0.0240	0.0240
Director of Case Management	0.0048	0.0048	0.0048
Linkage to Care Social Worker	0.4825	0.4825	0.4825
<u>SUBTOTAL</u>	<u>0.5113</u>	<u>0.5113</u>	<u>5.2448</u>
<u>TOTAL FTEs</u>	<u>0.5306</u>	<u>0.5306</u>	<u>0.5306</u>

2. CONTRACTOR shall adhere to staffing requirements as stated in Standards of Care for Case Management provided by ADMINISTRATOR.

//

E. NON-MEDICAL CASE MANAGEMENT (CLIENT SUPPORT) SERVICES -
CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs, which shall be equal to an average of forty (40) hours worked per week:

<u>ADMINISTRATIVE STAFF</u>	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
Executive Director	0.0063	0.0063	0.0063
Director of Finance & Operations	0.0271	0.0271	0.0271
Senior Accountant	0.0271	0.0271	0.0271
Staff Accountant	0.0271	0.0271	0.0271
Accounting Clerk	0.0271	0.0271	0.0271
Data Programmer	0.0271	0.0271	0.0271
<u>SUBTOTAL</u>	<u>0.1418</u>	<u>0.1418</u>	<u>0.1418</u>

PROGRAM ADMINISTRATIVE STAFF

Senior Director of Programs	0.0020	0.0020	0.0020
<u>SUBTOTAL</u>	<u>0.0020</u>	<u>0.0020</u>	<u>0.0020</u>

DIRECT CARE STAFF

Senior Director of Programs	0.0800	0.1000	0.1000
Director of Case Management	0.0175	0.0175	0.0175
Case Mgr –Service Coordinator	1.5840	1.5840	1.5840
<u>SUBTOTAL</u>	<u>1.6815</u>	<u>1.6815</u>	<u>1.6815</u>

1 TOTAL FTEs 1.8253 1.8253 1.8253

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
<u>ADMINISTRATIVE STAFF</u>	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
<u>Executive Director</u>	<u>0.0016</u>	<u>0.0016</u>	<u>0.0016</u>
<u>Director of Finance & Operations</u>	<u>0.0068</u>	<u>0.0068</u>	<u>0.0068</u>
<u>Senior Accountant</u>	<u>0.0068</u>	<u>0.0068</u>	<u>0.0068</u>
<u>Staff Accountant</u>	<u>0.0068</u>	<u>0.0068</u>	<u>0.0068</u>
<u>Accounting Clerk</u>	<u>0.0068</u>	<u>0.0068</u>	<u>0.0068</u>
<u>Data Programmer</u>	<u>0.0068</u>	<u>0.0068</u>	<u>0.0068</u>
<u>SUBTOTAL</u>	<u>0.0356</u>	<u>0.0356</u>	<u>0.0356</u>

<u>PROGRAM ADMINISTRATIVE STAFF</u>			
<u>Senior Director of Programs</u>	<u>0.0005</u>	<u>0.0005</u>	<u>0.0005</u>
<u>SUBTOTAL</u>	<u>0.0005</u>	<u>0.0005</u>	<u>0.0005</u>

<u>DIRECT CARE STAFF</u>			
<u>Senior Director of Programs</u>	<u>0.0452</u>	<u>0.0452</u>	<u>0.0452</u>
<u>Director of Case Management</u>	<u>0.0044</u>	<u>0.0044</u>	<u>0.0044</u>
<u>Case Mgr –Service Coordinator</u>	<u>0.3960</u>	<u>0.3960</u>	<u>0.3960</u>
<u>SUBTOTAL</u>	<u>0.4456</u>	<u>0.4456</u>	<u>0.4456</u>

25 TOTAL FTEs 0.4817 0.4817 0.4817

26 G. NON-MEDICAL CASE MANAGEMENT (CLIENT ADVOCACY) SERVICES-
 27 CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs, which shall be
 28 equal to an average of forty (40) hours worked per week:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
<u>ADMINISTRATIVE STAFF</u>	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
<u>Executive Director</u>	<u>0.0444</u>	<u>0.0444</u>	<u>0.0444</u>
<u>Director of Finance & Operations</u>	<u>0.0032</u>	<u>0.0032</u>	<u>0.0032</u>
<u>Senior Accountant</u>	<u>0.0032</u>	<u>0.0032</u>	<u>0.0032</u>
<u>Staff Accountant</u>	<u>0.0032</u>	<u>0.0032</u>	<u>0.0032</u>
<u>Accounting Clerk</u>	<u>0.0032</u>	<u>0.0032</u>	<u>0.0032</u>

1	<u>Data Programmer</u>	<u>0.0032</u>	<u>0.0032</u>	<u>0.0032</u>
2	<u>SUBTOTAL</u>	<u>0.0604</u>	<u>0.0604</u>	<u>0.0604</u>
3				
4	<u>PROGRAM ADMINISTRATIVE STAFF</u>			
5				
6	<u>Senior Director of Programs</u>	<u>0.0025</u>	<u>0.0025</u>	<u>0.0025</u>
7	<u>SUBTOTAL</u>	<u>0.0025</u>	<u>0.0025</u>	<u>0.0025</u>
8				
9	<u>DIRECT CARE STAFF</u>			
10	<u>Senior Director of Programs</u>	<u>0.1000</u>	<u>0.1000</u>	<u>0.1000</u>
11	<u>Director of Case Management</u>	<u>0.1156</u>	<u>0.1156</u>	<u>0.1156</u>
12	<u>Case Manager – Client Advocate</u>	<u>0.9900</u>	<u>0.9900</u>	<u>0.9900</u>
13	<u>SUBTOTAL</u>	<u>1.2056</u>	<u>1.2056</u>	<u>1.2056</u>
14				
15	<u>TOTAL FTEs</u>	<u>1.2685</u>	<u>1.2685</u>	<u>1.2685</u>

//

H. NON-MEDICAL CASE MANAGEMENT (BENEFIT COUNSELING) SERVICES- CONTRACTOR shall, at a minimum, provide the following paid staff expressed in 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 THREE</u>
<u>ADMINISTRATIVE STAFF</u>	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
<u>Executive Director</u>	<u>0.0041</u>	<u>0.0041</u>	<u>0.0041</u>
<u>Senior Administrative Assistant</u>	<u>0.0041</u>	<u>0.0041</u>	<u>0.0041</u>
<u>Director of Finance & Operations</u>	<u>0.0161</u>	<u>0.0161</u>	<u>0.0161</u>
<u>Senior Accountant</u>	<u>0.0161</u>	<u>0.0161</u>	<u>0.0161</u>
<u>Staff Accountant</u>	<u>0.0161</u>	<u>0.0161</u>	<u>0.0161</u>
<u>Accounting Clerk</u>	<u>0.0161</u>	<u>0.0161</u>	<u>0.0161</u>
<u>Data Programmer</u>	<u>0.0161</u>	<u>0.0161</u>	<u>0.0161</u>
<u>SUBTOTAL</u>	<u>0.0887</u>	<u>0.0887</u>	<u>0.0887</u>
<u>PROGRAM ADMINISTRATIVE STAFF</u>			
<u>Senior Director of Programs</u>	<u>0.0007</u>	<u>0.0007</u>	<u>0.0007</u>
<u>SUBTOTAL</u>	<u>0.0007</u>	<u>0.0007</u>	<u>0.0007</u>
<u>DIRECT CARE STAFF</u>			
<u>Director of Housing & Benefits</u>	<u>0.0145</u>	<u>0.0500</u>	<u>0.0500</u>

1	<u>Benefit Counselor</u>	<u>0.8500</u>	<u>0.8500</u>	<u>0.8500</u>
2	<u>SUBTOTAL</u>	<u>0.8645</u>	<u>0.8645</u>	<u>0.8645</u>
3				
4	<u>TOTAL FTEs</u>	<u>0.9539</u>	<u>0.9539</u>	<u>0.9539</u>

//

I. NON-MEDICAL CASE MANAGEMENT (ELIGIBILITY SCREENING) SERVICES- CONTRACTOR shall, at a minimum, provide the following paid staff expressed in 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 THREE</u>
<u>ADMINISTRATIVE STAFF</u>	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
<u>Executive Director</u>	<u>0.0102</u>	<u>0.0102</u>	<u>0.0102</u>
<u>Administrative Assistant</u>	<u>0.0102</u>	<u>0.0102</u>	<u>0.0102</u>
<u>Director of Finance & Operations</u>	<u>0.0394</u>	<u>0.0394</u>	<u>0.0394</u>
<u>Senior Accountant</u>	<u>0.0394</u>	<u>0.0394</u>	<u>0.0394</u>
<u>Staff Accountant</u>	<u>0.0394</u>	<u>0.0394</u>	<u>0.0394</u>
<u>Accounting Clerk</u>	<u>0.0394</u>	<u>0.0394</u>	<u>0.0394</u>
<u>Data Programmer</u>	<u>0.0394</u>	<u>0.0394</u>	<u>0.0394</u>
<u>SUBTOTAL</u>	<u>0.2174</u>	<u>0.2174</u>	<u>0.2174</u>
<u>PROGRAM ADMINISTRATIVE STAFF</u>			
<u>Senior Director of Programs</u>	<u>0.0018</u>	<u>0.0018</u>	<u>0.0018</u>
<u>SUBTOTAL</u>	<u>0.0018</u>	<u>0.0018</u>	<u>0.0018</u>
<u>DIRECT CARE STAFF</u>			
<u>Director of Housing & Benefits</u>	<u>0.0355</u>	<u>0.0355</u>	<u>0.0355</u>
<u>Eligibility Screener</u>	<u>3.0000</u>	<u>3.0000</u>	<u>3.0000</u>
<u>SUBTOTAL</u>	<u>3.0355</u>	<u>3.0355</u>	<u>3.0355</u>
<u>TOTAL FTEs</u>	<u>3.2547</u>	<u>3.2547</u>	<u>3.2547</u>

J. HEALTH INSURANCE PREMIUM/COST SHARING AND EMERGENCY FINANCIAL ASSISTANCE FOR MEDICATIONS - CONTRACTOR shall, at a minimum, provide the following paid staff expressed in 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 THREE</u>
<u>ADMINISTRATIVE STAFF</u>	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
<u>Director of Finance & Operations</u>	<u>0.0257</u>	<u>0.0257</u>	<u>0.0257</u>

1	<u>Senior Accountant</u>	<u>0.0257</u>	<u>0.0257</u>	<u>0.0257</u>
2	<u>Staff Accountant</u>	<u>0.0257</u>	<u>0.0257</u>	<u>0.0257</u>
3	<u>Accounting Clerk</u>	<u>0.0257</u>	<u>0.0257</u>	<u>0.0257</u>
4	<u>Data Programmer</u>	<u>0.0257</u>	<u>0.0257</u>	<u>0.0257</u>
5	<u>TOTAL FTEs</u>	<u>0.1285</u>	<u>0.1285</u>	<u>0.1285</u>

K. HOME HEALTH CARE AND HOME AND COMMUNITY-BASED SERVICES

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

<u>ADMINISTRATIVE STAFF</u>	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
<u>Director of Finance & Operations</u>	<u>0.0085</u>	<u>0.0085</u>	<u>0.0085</u>
<u>Senior Accountant</u>	<u>0.0085</u>	<u>0.0085</u>	<u>0.0085</u>
<u>Staff Accountant</u>	<u>0.0085</u>	<u>0.0085</u>	<u>0.0085</u>
<u>Accounting Clerk</u>	<u>0.0085</u>	<u>0.0085</u>	<u>0.0085</u>
<u>Data Programmer</u>	<u>0.0085</u>	<u>0.0085</u>	<u>0.0085</u>
<u>TOTAL FTEs</u>	<u>0.0425</u>	<u>0.0425</u>	<u>0.0425</u>

2. CONTRACTOR shall ensure that:

a. 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;

b. 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.

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L. MEDICAL NUTRITION THERAPY SERVICES - CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs, which shall be equal to an average of forty (40) hours worked per week:

<u>ADMINISTRATIVE STAFF</u>	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
<u>Director of Finance & Operations</u>	<u>0.0297</u>	<u>0.0297</u>	<u>0.0297</u>
<u>Senior Accountant</u>	<u>0.0297</u>	<u>0.0297</u>	<u>0.0297</u>
<u>Staff Accountant</u>	<u>0.0297</u>	<u>0.0297</u>	<u>0.0297</u>
<u>Accounting Clerk</u>	<u>0.0297</u>	<u>0.0297</u>	<u>0.0297</u>
<u>Data Programmer</u>	<u>0.0297</u>	<u>0.0297</u>	<u>0.0297</u>

1	<u>SUBTOTAL</u>	<u>0.1485</u>	<u>0.1485</u>	<u>0.1485</u>
2				
3	<u>DIRECT CARE STAFF</u>			
4	<u>Registered Dietician</u>	<u>1.0000</u>	<u>1.0000</u>	<u>1.0000</u>
5	<u>SUBTOTAL</u>	<u>1.0000</u>	<u>1.0000</u>	<u>1.0000</u>
6				
7	<u>TOTAL FTEs</u>	<u>1.1485</u>	<u>1.1485</u>	<u>1.1485</u>

8

9 M. FOOD BANK SERVICES - CONTRACTOR shall, at a minimum, provide the following paid
 10 staff expressed in FTEs, which shall be equal to an average of forty (40) hours worked per week:

12	<u>ADMINISTRATIVE STAFF</u>	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
13		<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
14	<u>Executive Director</u>	<u>0.0005</u>	<u>0.0005</u>	<u>0.0005</u>
15	<u>Administrative Assistant</u>	<u>0.0005</u>	<u>0.0005</u>	<u>0.0005</u>
16	<u>Director of Finance & Operations</u>	<u>0.0402</u>	<u>0.0402</u>	<u>0.0402</u>
17	<u>Senior Accountant</u>	<u>0.0402</u>	<u>0.0402</u>	<u>0.0402</u>
18	<u>Staff Accountant</u>	<u>0.0402</u>	<u>0.0402</u>	<u>0.0402</u>
19	<u>Accounting Clerk</u>	<u>0.0402</u>	<u>0.0402</u>	<u>0.0402</u>
20	<u>Data Programmer</u>	<u>0.0402</u>	<u>0.0402</u>	<u>0.0402</u>
21	<u>SUBTOTAL</u>	<u>0.2020</u>	<u>0.2020</u>	<u>0.2020</u>
22				
23	<u>PROGRAM ADMINISTRATIVE STAFF</u>			
24	<u>Senior Director of Programs</u>	<u>0.0063</u>	<u>0.0063</u>	<u>0.0063</u>
25	<u>Director of Support Services</u>	<u>0.0063</u>	<u>0.0063</u>	<u>0.0063</u>
26	<u>SUBTOTAL</u>	<u>0.0126</u>	<u>0.0126</u>	<u>0.0126</u>
27	<u>DIRECT CARE STAFF</u>			
28	<u>Senior Director of Programs</u>	<u>0.0938</u>	<u>0.0938</u>	<u>0.0938</u>
29	<u>Director of Support Services</u>	<u>0.4775</u>	<u>0.4775</u>	<u>0.4775</u>
30	<u>Food Pantry Coordinator</u>	<u>0.3660</u>	<u>0.3660</u>	<u>0.3660</u>
31	<u>Volunteer Coordinator</u>	<u>0.1000</u>	<u>0.1000</u>	<u>0.1000</u>
32	<u>Drivers</u>	<u>0.1000</u>	<u>0.1000</u>	<u>0.1000</u>
33	<u>SUBTOTAL</u>	<u>1.1373</u>	<u>1.1373</u>	<u>1.1373</u>
34				
35	<u>TOTAL FTEs</u>	<u>1.3519</u>	<u>1.3519</u>	<u>1.3519</u>

36

37 N. NUTRITIONAL SUPPLEMENTS SERVICES - CONTRACTOR shall, at a minimum, provide

the following paid staff expressed in 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 THREE</u>
<u>ADMINISTRATIVE STAFF</u>	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
Executive Director	0.0005	0.0005	0.0005
Administrative Assistant	0.0010	0.0010	0.0010
Director of Finance & Operations	0.0202	0.0202	0.0202
Senior Accountant	0.0202	0.0202	0.0202
Staff Accountant	0.0202	0.0202	0.0202
Accounting Clerk	0.0202	0.0202	0.0202
Data Programmer	0.0202	0.0202	0.0202
<u>SUBTOTAL</u>	<u>0.1025</u>	<u>0.1025</u>	<u>0.1025</u>
<u>PROGRAM ADMINISTRATIVE STAFF</u>			
Senior Director of Programs	0.0063	0.0063	0.0063
Director of Support Services	0.0063	0.0063	0.0063
	<u>0.0126</u>	<u>0.0126</u>	<u>0.0126</u>
<u>DIRECT CARE STAFF</u>			
Senior Director of Programs	0.0037	0.0037	0.0037
Director of Support Services	0.2560	0.2560	0.2560
Food Pantry Coordinator	0.0500	0.0500	0.0500
Volunteer Coordinator	0.0500	0.0500	0.0500
<u>SUBTOTAL</u>	<u>0.3597</u>	<u>0.3597</u>	<u>0.3597</u>
<u>TOTAL FTEs</u>	<u>0.4748</u>	<u>0.4748</u>	<u>0.4748</u>

O. MEDICAL TRANSPORTATION SERVICES - CONTRACTOR shall, at a minimum, provide the following paid staff expressed in 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 THREE</u>
<u>ADMINISTRATIVE STAFF</u>	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
Executive Director	0.0004	0.0004	0.0004
Administrative Assistant	0.0042	0.0042	0.0042
Director of Finance & Operations	0.0615	0.0615	0.0615
Senior Accountant	0.0615	0.0615	0.0615
Staff Accountant	0.0615	0.0615	0.0615

1	<u>Accounting Clerk</u>	<u>0.0615</u>	<u>0.0615</u>	<u>0.0615</u>
2	<u>Data Programmer</u>	<u>0.0615</u>	<u>0.0615</u>	<u>0.0615</u>
3	<u>SUBTOTAL</u>	<u>0.3121</u>	<u>0.3121</u>	<u>0.3121</u>
4				
5	<u>PROGRAM ADMINISTRATIVE STAFF</u>			
6	<u>Senior. Director of Programs</u>	<u>0.01250</u>	<u>0.01250</u>	<u>0.01250</u>
7	<u>Director of Support Services</u>	<u>0.01250</u>	<u>0.01250</u>	<u>0.01250</u>
8	<u>SUBTOTAL</u>	<u>0.02500</u>	<u>0.02500</u>	<u>0.02500</u>
9				
10	<u>DIRECT CARE STAFF</u>			
11	<u>Senior Director of Programs</u>	<u>0.0375</u>	<u>0.0375</u>	<u>0.0375</u>
12	<u>Director of Support Services</u>	<u>0.1075</u>	<u>0.1075</u>	<u>0.1075</u>
13	<u>Transportation Coordinator</u>	<u>1.0000</u>	<u>1.0000</u>	<u>1.0000</u>
14	<u>Transportation Drivers</u>	<u>1.9000</u>	<u>1.9000</u>	<u>1.9000</u>
15	<u>SUBTOTAL</u>	<u>3.0450</u>	<u>3.0450</u>	<u>3.0450</u>
16				
17	<u>TOTAL FTEs</u>	<u>3.3821</u>	<u>3.3821</u>	<u>3.3821</u>

P. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Agreement.

IX. UNITS OF SERVICE

A. MEDICAL CASE MANAGEMENT (MEDICAL RETENTION) SERVICES - CONTRACTOR shall, at minimum, provide the following units of service:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
<u>Medical Case Management Medical Retention</u>			
<u>15-min Face-to-face contacts</u>	<u>2,080</u>	<u>2,080</u>	<u>2,080</u>
<u>15-min Service Coordination on behalf of client</u>	<u>3,520</u>	<u>3,520</u>	<u>3,520</u>
<u>Unduplicated clients</u>	<u>160</u>	<u>160</u>	<u>160</u>

B. MEDICAL CASE MANAGEMENT (LINKAGE TO CARE) SERVICES – CONTRACTOR shall at minimum provide the following units of service:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
<u>Medical Case Management Linkage to Care</u>			
<u>15-min Face-to-face contacts</u>	<u>988</u>	<u>988</u>	<u>988</u>
<u>15-min Service Coordination on behalf of client</u>	<u>1,144</u>	<u>1,144</u>	<u>1,144</u>
<u>Unduplicated clients</u>	<u>52</u>	<u>52</u>	<u>52</u>

C. MEDICAL CASE MANAGEMENT (MEDICAL RETENTION) SERVICES – MAI - CONTRACTOR shall, at minimum, provide the following units of service:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
<u>AFRICAN AMERICAN</u>			
<u>Medical Case Management Medical Retention</u>			
<u>15-min Face-to-face contacts</u>	<u>195</u>	<u>195</u>	<u>195</u>
<u>15-min Service Coordination on behalf of client</u>	<u>248</u>	<u>248</u>	<u>248</u>
<u>Unduplicated clients</u>	<u>15</u>	<u>15</u>	<u>15</u>
<u>LATINO</u>			
<u>Medical Case Management Medical Retention</u>			
<u>15-min Face-to-face contacts</u>	<u>325</u>	<u>325</u>	<u>325</u>
<u>15-min Service Coordination on behalf of client</u>	<u>412</u>	<u>412</u>	<u>412</u>
<u>Unduplicated clients</u>	<u>25</u>	<u>25</u>	<u>25</u>

D. MEDICAL CASE MANAGEMENT (LINKAGE TO CARE) SERVICES – MAI - CONTRACTOR shall, at minimum, provide the following units of service:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
<u>AFRICAN AMERICAN</u>			
<u>Medical Case Management Linkage to Care</u>			

1	<u>15-min Face-to-Face contacts</u>	<u>266</u>	<u>266</u>	<u>266</u>
2	<u>15-min Service Coordination on behalf</u>			
3	<u>of client</u>	<u>308</u>	<u>308</u>	<u>308</u>
4	<u>Unduplicated clients</u>	<u>14</u>	<u>14</u>	<u>14</u>
5	<u>LATINO</u>			
6	<u>Medical Case Management Linkage to</u>			
7	<u>Care</u>			
8	<u>15-min Face-to-Face contacts</u>	<u>646</u>	<u>646</u>	<u>646</u>
9	<u>15-min Service Coordination on behalf</u>			
10	<u>of client</u>	<u>748</u>	<u>748</u>	<u>748</u>
11	<u>Unduplicated clients</u>	<u>34</u>	<u>34</u>	<u>34</u>

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E. NON-MEDICAL CASE MANAGEMENT (CLIENT SUPPORT) SERVICES - CONTRACTOR shall, at minimum, provide the following units of service. A session shall be fifteen (15) minutes in duration and shall consist of face-to-face contact with a client to assist with benefits services.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
19	<u>Client Support</u>		
20	<u>15- min Face-to-Face contacts</u>	<u>2,200</u>	<u>2200</u>
21	<u>15-min Service Coordination on behalf</u>		
22	<u>of client</u>	<u>3,400</u>	<u>3,400</u>
23	<u>Unduplicated clients</u>	<u>440</u>	<u>440</u>

F. NON-MEDICAL CASE MANAGEMENT (CLIENT SUPPORT) SERVICES -MAI-CONTRACTOR shall, at minimum, provide the following units of service with a client to assist with benefits services.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
30	<u>AFRICAN AMERICAN</u>		
31	<u>Client Support</u>		
32	<u>15- min Face-to-Face contacts</u>	<u>165</u>	<u>165</u>
33	<u>15-min Service Coordination on behalf</u>		
34	<u>of client</u>	<u>256</u>	<u>256</u>
35	<u>Unduplicated clients</u>	<u>33</u>	<u>33</u>
36	<u>LATINO</u>		
37	<u>Client Support</u>		

1	<u>15- min Face-to-Face contacts</u>	<u>385</u>	<u>385</u>	<u>385</u>
2	<u>15-min Service Coordination on behalf</u>	<u>594</u>	<u>594</u>	<u>594</u>
3	<u>of client</u>			
4	<u>Unduplicated clients</u>	<u>77</u>	<u>77</u>	<u>77</u>

G. NON-MEDICAL CASE MANAGEMENT – (CLIENT ADVOCACY) - CONTRACTOR shall, at minimum, provide the following units of service with a client to provide referral, education, or information regarding needed services.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
12	<u>Client Advocacy</u>		
13	<u>15-min Face-to-face contacts</u>	<u>675</u>	<u>675</u>
14	<u>15-min Service Coordination on behalf</u>	<u>2,000</u>	<u>2,000</u>
15	<u>of client</u>		
16	<u>Unduplicated clients</u>	<u>450</u>	<u>450</u>

H. NON-MEDICAL CASE MANAGEMENT (BENEFITS COUNSELING AND ELIGIBILITY SCREENING) SERVICES - CONTRACTOR shall, at minimum, provide the following units of service. A session shall be fifteen (15) minutes in duration and shall consist of face-to-face contact with a client to assist with benefits services.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
25	<u>General Benefits Counseling</u>		
26	<u>15-min Face-to-Face contacts</u>	<u>664</u>	<u>664</u>
27	<u>15 min Service Coordination on behalf</u>	<u>2,240</u>	<u>2,240</u>
28	<u>of client</u>		
29	<u>Unduplicated clients</u>	<u>400</u>	<u>400</u>
30	<u>Eligibility Screening</u>		
31	<u>15-min Face-to-Face contacts</u>	<u>815</u>	<u>815</u>
32	<u>15-min Service Coordination on behalf</u>	<u>1,500</u>	<u>1,500</u>
33	<u>of client</u>		
34	<u>Unduplicated clients</u>	<u>400</u>	<u>400</u>

I. MENTAL HEALTH SERVICES

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
<u>Psychosocial Assessment</u>			
<u>15-min Face-to-Face contacts</u>			
<u>Unduplicated Clients One-on-One</u>	<u>3,032</u>	<u>3,032</u>	<u>3,032</u>
<u>Counseling Units</u>			
<u>15-min session</u>			
<u>Unduplicated Clients</u>	<u>78</u>	<u>78</u>	<u>78</u>
<u>Group Counseling Units</u>			
<u>30-min session</u>	<u>291</u>	<u>291</u>	<u>291</u>
<u>Unduplicated Clients</u>	<u>38</u>	<u>38</u>	<u>28</u>

2. A group counseling session shall consist of face-to-face contact between one or more therapists and a group of no fewer than two (2) Ryan White eligible clients.

3. The usual maximum number of individual sessions provided under this service category is fifteen (15) visits per client.

4. Based on a client's therapeutic need, the therapist may increase the number of visits to twenty-five (25) with prior written approval using the prior authorization for Mental Health Services form.

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

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

#

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
<u>Insurance Premium and Cost Sharing</u>			
<u>Insurance Premium Payments</u>			
<u>One Payment</u>	<u>200</u>	<u>200</u>	<u>200</u>
<u>Unduplicated Clients</u>	<u>90</u>	<u>90</u>	<u>90</u>
<u>Co-Payments</u>			
<u>Medical Co-Payments</u>			
<u>One Payment</u>	<u>16</u>	<u>16</u>	<u>16</u>
<u>Unduplicated Clients</u>	<u>4</u>	<u>4</u>	<u>4</u>
<u>Mental Health Co-Payments</u>			
<u>One Payment</u>	<u>200</u>	<u>200</u>	<u>200</u>
<u>Unduplicated Clients</u>	<u>12</u>	<u>12</u>	<u>12</u>

Emergency Financial Assistance
for Medication

<u>Medication Payments One Payment</u>	<u>40</u>	<u>40</u>	<u>40</u>
<u>Unduplicated Clients</u>	<u>13</u>	<u>13</u>	<u>13</u>

K. HOME HEALTH CARE AND HOME COMMUNITY-BASED SERVICES

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
<u>Skilled Nursing Visits</u>	<u>75</u>	<u>75</u>	<u>75</u>
<u>One-hour of Care by RN</u>	<u>3</u>	<u>3</u>	<u>3</u>
<u>Unduplicated Clients</u>	<u>3</u>	<u>3</u>	<u>3</u>
<u>Specialized Care Visits</u>	<u>12</u>	<u>12</u>	<u>12</u>
<u>One Visit</u>	<u>4</u>	<u>4</u>	<u>4</u>
<u>Unduplicated Clients</u>	<u>4</u>	<u>4</u>	<u>4</u>
<u>Certified Nursing Assistant Visit</u>	<u>900</u>	<u>900</u>	<u>900</u>
<u>One-hour of Care by CNA</u>	<u>36</u>	<u>36</u>	<u>36</u>
<u>Unduplicated Clients</u>	<u>36</u>	<u>36</u>	<u>36</u>
<u>Homemaker Visits</u>	<u>200</u>	<u>200</u>	<u>200</u>
<u>One-hour of Care by Homemaker</u>	<u>13</u>	<u>13</u>	<u>13</u>
<u>Unduplicated Clients</u>	<u>13</u>	<u>13</u>	<u>13</u>
<u>DME Items</u>	<u>150</u>	<u>150</u>	<u>150</u>
<u>One DME Item</u>	<u>24</u>	<u>24</u>	<u>24</u>
<u>Unduplicated Clients</u>	<u>24</u>	<u>24</u>	<u>24</u>

L. MEDICAL NUTRITION THERAPY SERVICES

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>

1	Medical Nutrition Therapy	<u>2,400</u>	<u>2,400</u>	<u>2,400</u>
2	15-min Face-to-Face contacts			
3	Unduplicated clients	<u>200</u>	<u>200</u>	<u>200</u>

M. FOOD BANK SERVICES - CONTRACTOR shall, at minimum, provide the following units of service:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>	
8				
9				
10	Food Orders One Food Order	<u>2,619</u>	<u>2,619</u>	<u>2,619</u>
11	Unduplicated clients	<u>200</u>	<u>200</u>	<u>200</u>

N. NUTRITIONAL SUPPLEMENTS

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>	
15				
16				
17	Nutritional Supplements	<u>2,031</u>	<u>2,031</u>	<u>2,031</u>
18	30 Cans or 30 day supply of Supplements			
19	Unduplicated clients	<u>175</u>	<u>175</u>	<u>175</u>

O. HOME DELIVERED MEALS SERVICES - CONTRACTOR shall, at minimum, provide the following units of service:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>	
24				
25				
26	Home-Delivered Meals One Meal	<u>3,200</u>	<u>3,200</u>	<u>3,200</u>
27	Unduplicated clients	<u>10</u>	<u>10</u>	<u>10</u>

P. MEDICAL TRANSPORTATION SERVICES - CONTRACTOR shall provide the following services:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>	
32				
33				
34	Reduced fare daily bus passes	<u>1,200</u>	<u>1,200</u>	<u>1,200</u>
35	Regular fare daily bus passes	<u>202</u>	<u>202</u>	<u>202</u>
36	Reduced fare monthly bus passes	<u>350</u>	<u>350</u>	<u>350</u>
37	Regular fare monthly bus passes	<u>55</u>	<u>55</u>	<u>55</u>

1	<u>ACCESS Coupons</u>	<u>3,000</u>	<u>3,000</u>	<u>3,000</u>
2	<u>Unduplicated clients</u>	<u>291</u>	<u>291</u>	<u>291</u>
3	<u>One –Way Taxi Trips</u>	<u>568</u>	<u>568</u>	<u>568</u>
4	<u>Unduplicated clients</u>	<u>50</u>	<u>50</u>	<u>50</u>
5	<u>One-Way Van Trips</u>	<u>1,550</u>	<u>1,550</u>	<u>1,550</u>
6	<u>Unduplicated clients</u>	<u>90</u>	<u>90</u>	<u>90</u>

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8 Q. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Units

9 of Service Paragraph of this Exhibit A to the Agreement

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EXHIBIT B
 TO AGREEMENT FOR PROVISION OF
 HIV SERVICES WITH
 AIDS SERVICES FOUNDATION ORANGE COUNTY
 MARCH 1, ~~2015~~2016 THROUGH FEBRUARY ~~29, 2016~~28, 2019

I.I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined below in Subparagraph B., shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of “Business Associate” in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to a covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

1 B. DEFINITIONS

2 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to
3 manage the selection, development, implementation, and maintenance of security measures to protect
4 electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of
5 that information.

6 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted
7 under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

8 a. Breach excludes:

9 1) Any unintentional acquisition, access, or use of PHI by a workforce member or
10 person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use
11 was made in good faith and within the scope of authority and does not result in further use or disclosure
12 in a manner not permitted under the Privacy Rule.

13 2) Any inadvertent disclosure by a person who is authorized to access PHI at
14 CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health
15 care arrangement in which COUNTY participates, and the information received as a result of such
16 disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

17 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that
18 an unauthorized person to whom the disclosure was made would not reasonably have been able to retain
19 such information.

20 b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or
21 disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach
22 unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised
23 based on a risk assessment of at least the following factors:

24 1) The nature and extent of the PHI involved, including the types of identifiers and the
25 likelihood of re-identification;

26 2) The unauthorized person who used the PHI or to whom the disclosure was made;

27 3) Whether the PHI was actually acquired or viewed; and

28 4) The extent to which the risk to the PHI has been mitigated.

29 3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy
30 Rule in 45 CFR § 164.501.

31 4. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy
32 Rule in 45 CFR § 164.501.

33 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45
34 CFR § 160.103.

35 6. "Health Care Operations" shall have the meaning given to such term under the HIPAA
36 Privacy Rule in 45 CFR § 164.501.

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1 7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in 45
2 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with
3 45 CFR § 164.502(g).

4 8. “Physical Safeguards” are physical measures, policies, and procedures to protect
5 CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and
6 environmental hazards, and unauthorized intrusion.

7 9. “The HIPAA Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable
8 Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

9 10. “Protected Health Information” or “PHI” shall have the meaning given to such term under
10 the HIPAA regulations in 45 CFR § 160.103.

11 11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy
12 Rule in 45 CFR § 164.103.

13 12. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his
14 or her designee.

15 13. “Security Incident” means attempted or successful unauthorized access, use, disclosure,
16 modification, or destruction of information or interference with system operations in an information
17 system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans,
18 “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by
19 CONTRACTOR.

20 14. “The HIPAA Security Rule” shall mean the Security Standards for the Protection of
21 electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

22 15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in
23 45 CFR § 160.103.

24 16. “Technical safeguards” means the technology and the policy and procedures for its use that
25 protect electronic PHI and control access to it.

26 17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable,
27 unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology
28 specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

29 18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR §
30 160.103.

31 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

32 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to
33 CONTRACTOR other than as permitted or required by this Business Associate Contract or as required
34 by law.

35 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business
36 Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to
37 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY

1 other than as provided for by this Business Associate Contract.

2 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR
3 Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
4 creates, receives, maintains, or transmits on behalf of COUNTY.

5 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is
6 known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the
7 requirements of this Business Associate Contract.

8 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI
9 not provided for by this Business Associate Contract of which CONTRACTOR becomes aware.
10 CONTRACTOR must report Breaches of Unsecured PHI in accordance with Paragraph E below and as
11 required by 45 CFR § 164.410.

12 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or
13 transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through
14 this Business Associate Contract to CONTRACTOR with respect to such information.

15 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a
16 written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by
17 COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If
18 CONTRACTOR maintains an Electronic Health Record with PHI, and an individual requests a copy of
19 such information in an electronic format, CONTRACTOR shall provide such information in an electronic
20 format.

21 8. CONTRACTOR agrees to make any amendment(s) to PHI in a Designated Record Set that
22 COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual,
23 within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify
24 COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

25 9. CONTRACTOR agrees to make internal practices, books, and records, including policies and
26 procedures, relating to the use and disclosure of PHI received from, or created or received by
27 CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner
28 as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining
29 COUNTY's compliance with the HIPAA Privacy Rule.

30 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
31 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
32 and to make information related to such Disclosures available as would be required for COUNTY to
33 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR
34 § 164.528.

35 //

36 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in
37 a time and manner to be determined by COUNTY, that information collected in accordance with the

1 Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of
2 Disclosures of PHI in accordance with 45 CFR § 164.528.

3 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation
4 under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45
5 CFR Part 164 that apply to COUNTY in the performance of such obligation.

6 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by
7 a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all
8 employees, subcontractors and agents who have access to the Social Security data, including employees,
9 agents, subcontractors and agents of its subcontractors.

10 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a
11 criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if
12 CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may
13 terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or
14 requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made
15 in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined.
16 COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate
17 the Agreement.

18 15 CONTRACTOR shall make itself and any subcontractors, employees or agents assisting
19 CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no
20 cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative
21 proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed
22 violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves
23 inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee
24 or agent is a named adverse party.

25 16. The Parties acknowledge that federal and state laws relating to electronic data security and
26 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to
27 provide for procedures to ensure compliance with such developments. The Parties specifically agree to
28 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH
29 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon
30 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY
31 concerning an amendment to this Business Associate Contract embodying written assurances consistent
32 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other
33 applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the
34 event:

35 //

36 a. CONTRACTOR does not promptly enter into negotiations to amend this Business
37 Associate Contract when requested by COUNTY pursuant to this Paragraph C; or

1 b. CONTRACTOR does not enter into an amendment providing assurances regarding the
2 safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of
3 HIPAA, the HITECH Act, and the HIPAA regulations.

4 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to
5 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph
6 B.2.a above.

7 D. SECURITY RULE

8 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and
9 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §
10 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR
11 or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR
12 shall develop and maintain a written information privacy and security program that includes
13 Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
14 CONTRACTOR's operations and the nature and scope of its activities.

15 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to
16 comply with the standards, implementation specifications and other requirements of 45 CFR Part 164,
17 Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its
18 current and updated policies upon request.

19 3. CONTRACTOR shall ensure the continuous security of all computerized data systems
20 containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,
21 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents
22 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
23 or transmits on behalf of COUNTY. These steps shall include, at a minimum:

24 a. Complying with all of the data system security precautions listed under Paragraphs E,
25 below;

26 b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in
27 conducting operations on behalf of COUNTY;

28 c. Providing a level and scope of security that is at least comparable to the level and scope
29 of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix
30 III - Security of Federal Automated Information Systems, which sets forth guidelines for automated
31 information systems in Federal agencies;

32 4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or
33 transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to
34 the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

35 5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it
36 becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Paragraph
37 E below and as required by 45 CFR § 164.410.

1 6. CONTRACTOR shall designate a Security Officer to oversee its data security program who
2 shall be responsible for carrying out the requirements of this paragraph and for communicating on security
3 matters with COUNTY.

4 E. DATA SECURITY REQUIREMENTS

5 1. Personal Controls

6 a. Employee Training. All workforce members who assist in the performance of functions
7 or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY
8 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
9 COUNTY, must complete information privacy and security training, at least annually, at
10 CONTRACTOR's expense. Each workforce member who receives information privacy and security
11 training must sign a certification, indicating the member's name and the date on which the training was
12 completed. These certifications must be retained for a period of six (6) years following the termination
13 of Agreement.

14 b. Employee Discipline. Appropriate sanctions must be applied against workforce
15 members who fail to comply with any provisions of CONTRACTOR's privacy policies and procedures,
16 including termination of employment where appropriate.

17 c. Confidentiality Statement. All persons that will be working with PHI COUNTY
18 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
19 COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and
20 Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the
21 workforce member prior to access to such PHI. The statement must be renewed annually. The
22 CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for
23 a period of six (6) years following the termination of the Agreement.

24 d. Background Check. Before a member of the workforce may access PHI COUNTY
25 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
26 COUNTY, a background screening of that worker must be conducted. The screening should be
27 commensurate with the risk and magnitude of harm the employee could cause, with more thorough
28 screening being done for those employees who are authorized to bypass significant technical and
29 operational security controls. The CONTRACTOR shall retain each workforce member's background
30 check documentation for a period of three (3) years.

31 2. Technical Security Controls

32 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
33 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
34 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
35 is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full
36 disk unless approved by the COUNTY.

37 b. Server Security. Servers containing unencrypted PHI COUNTY discloses to

1 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
2 must have sufficient administrative, physical, and technical controls in place to protect that data, based
3 upon a risk assessment/system security review.

4 c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses
5 to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
6 required to perform necessary business functions may be copied, downloaded, or exported.

7 d. Removable media devices. All electronic files that contain PHI COUNTY discloses to
8 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
9 must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives,
10 floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm
11 which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises”
12 if it is only being transported from one of CONTRACTOR’s locations to another of CONTRACTOR’s
13 locations.

14 e. Antivirus software. All workstations, laptops and other systems that process and/or store
15 PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits
16 on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution
17 with automatic updates scheduled at least daily.

18 f. Patch Management. All workstations, laptops and other systems that process and/or store
19 PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits
20 on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There
21 must be a documented patch management process which determines installation timeframe based on risk
22 assessment and vendor recommendations. At a maximum, all applicable patches must be installed within
23 30 days of vendor release. Applications and systems that cannot be patched due to operational reasons
24 must have compensatory controls implemented to minimize risk, where possible.

25 g. User IDs and Password Controls. All users must be issued a unique user name for
26 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
27 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
28 changed upon the transfer or termination of an employee with knowledge of the password, at maximum
29 within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be
30 a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords
31 must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or
32 compromised. Passwords must be composed of characters from at least three of the following four groups
33 from the standard keyboard:

- 34 1) Upper case letters (A-Z)
- 35 2) Lower case letters (a-z)
- 36 3) Arabic numerals (0-9)
- 37 4) Non-alphanumeric characters (punctuation symbols)

1 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to
 2 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
 3 must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or
 4 by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-
 5 88. Other methods require prior written permission by COUNTY.

6 i. System Timeout. The system providing access to PHI COUNTY discloses to
 7 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
 8 must provide an automatic timeout, requiring re-authentication of the user session after no more than 20
 9 minutes of inactivity.

10 j. Warning Banners. All systems providing access to PHI COUNTY discloses to
 11 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
 12 must display a warning banner stating that data is confidential, systems are logged, and system use is for
 13 business purposes only by authorized users. User must be directed to log off the system if they do not
 14 agree with these requirements.

15 k. System Logging. The system must maintain an automated audit trail which can identify
 16 the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or
 17 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such
 18 PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must
 19 be read only, and must be restricted to authorized users. If such PHI is stored in a database, database
 20 logging functionality must be enabled. Audit trail data must be archived for at least 3 years after
 21 occurrence.

22 l. Access Controls. The system providing access to PHI COUNTY discloses to
 23 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
 24 must use role based access controls for all user authentications, enforcing the principle of least privilege.

25 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
 26 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
 27 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
 28 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
 29 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website
 30 access, file transfer, and E-Mail.

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34 n. Intrusion Detection. All systems involved in accessing, holding, transporting, and
 35 protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,

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37 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a

1 comprehensive intrusion detection and prevention solution.

2 3. Audit Controls

3 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
4 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
5 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
6 COUNTY must have at least an annual system risk assessment/security review which provides assurance
7 that administrative, physical, and technical controls are functioning effectively and providing adequate
8 levels of protection. Reviews should include vulnerability scanning tools.

9 b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to
10 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
11 must have a routine procedure in place to review system logs for unauthorized access.

12 c. Change Control. All systems processing and/or storing PHI COUNTY discloses to
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
14 must have a documented change control procedure that ensures separation of duties and protects the
15 confidentiality, integrity and availability of data.

16 4. Business Continuity/Disaster Recovery Control

17 a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan
18 to enable continuation of critical business processes and protection of the security of PHI COUNTY
19 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
20 COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance
21 or situation that causes normal computer operations to become unavailable for use in performing the work
22 required under this Agreement for more than 24 hours.

23 b. Data Backup Plan. CONTRACTOR must have established documented procedures to
24 backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule
25 for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount
26 of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly
27 full backup and monthly offsite storage of DHCS data. Business Continuity Plan (BCP) for contractor
28 and COUNTY (e.g. the application owner) must merge with the DRP.

29 5. Paper Document Controls

30 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
31 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended
32 at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that
33 information is not being observed by an employee authorized to access the information. Such PHI
34 #
35 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in
36 baggage on commercial airplanes.

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1 b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR
2 or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be
3 escorted and such PHI shall be kept out of sight while visitors are in the area.

4 c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or
5 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of
6 through confidential means, such as cross cut shredding and pulverizing.

7 d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
8 creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises
9 of the CONTRACTOR except with express written permission of COUNTY.

10 e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or
11 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left
12 unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement
13 notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended
14 recipient before sending the fax.

15 f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or
16 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and
17 secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include 500
18 or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or
19 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package
20 shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless
21 the prior written permission of COUNTY to use another method is obtained.

22 F. BREACH DISCOVERY AND NOTIFICATION

23 1. Following the discovery of a Breach of Unsecured PHI , CONTRACTOR shall notify
24 COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law
25 enforcement official pursuant to 45 CFR § 164.412.

26 a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which
27 such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known
28 to CONTRACTOR.

29 b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known,
30 or by exercising reasonable diligence would have known, to any person who is an employee, officer, or
31 other agent of CONTRACTOR, as determined by federal common law of agency.

32 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY
33 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification
34 within 24 hours of the oral notification.

35 3. CONTRACTOR's notification shall include, to the extent possible:

36 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably
37 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

1 b. Any other information that COUNTY is required to include in the notification to
2 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
3 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period
4 set forth in 45 CFR § 164.410 (b) has elapsed, including:

5 1) A brief description of what happened, including the date of the Breach and the date
6 of the discovery of the Breach, if known;

7 2) A description of the types of Unsecured PHI that were involved in the Breach (such
8 as whether full name, social security number, date of birth, home address, account number, diagnosis,
9 disability code, or other types of information were involved);

10 3) Any steps Individuals should take to protect themselves from potential harm
11 resulting from the Breach;

12 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to
13 mitigate harm to Individuals, and to protect against any future Breaches; and

14 5) Contact procedures for Individuals to ask questions or learn additional information,
15 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

16 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45
17 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

18 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation
19 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that
20 CONTRACTOR made all notifications to COUNTY consistent with this Paragraph F and as required by
21 the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of
22 PHI did not constitute a Breach.

23 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its
24 risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

25 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the
26 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit
27 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable,
28 but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to
29 COUNTY pursuant to Subparagraph F.2 above.

30 8. CONTRACTOR shall continue to provide all additional pertinent information about the
31 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after
32 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests
33 for further information, or follow-up information after report to COUNTY, when such request is made by
34 COUNTY.

35 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other
36 costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in
37 addressing the Breach and consequences thereof, including costs of investigation, notification,

1 remediation, documentation or other costs associated with addressing the Breach.

2 **G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR**

3 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR
4 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the
5 Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by
6 COUNTY except for the specific Uses and Disclosures set forth below.

7 a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for
8 the proper management and administration of CONTRACTOR.

9 b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the
10 proper management and administration of CONTRACTOR or to carry out the legal responsibilities of
11 CONTRACTOR, if:

12 1) The Disclosure is required by law; or

13 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is
14 disclosed that it will be held confidentially and used or further disclosed only as required by law or for
15 the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR
16 of any instance of which it is aware in which the confidentiality of the information has been breached.

17 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to
18 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of
19 CONTRACTOR.

20 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry
21 out legal responsibilities of CONTRACTOR.

22 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR
23 consistent with the minimum necessary policies and procedures of COUNTY.

24 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as
25 required by law.

26 **H. PROHIBITED USES AND DISCLOSURES**

27 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or
28 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to
29 a health plan for payment or health care operations purposes if the PHI pertains solely to a health care
30 item or service for which the health care provider involved has been paid out of pocket in full and the
31 individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

32 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
33 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
34 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
35 17935(d)(2).

36 **I. OBLIGATIONS OF COUNTY**

37 1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy

practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR’s Use or Disclosure of PHI.

2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR’s Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR’s Use or Disclosure of PHI.

4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY’s knowledge of a material breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:

a. Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or

b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.

2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.

b. CONTRACTOR shall retain no copies of the PHI.

c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Agreement.

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EXHIBIT C
 AGREEMENT FOR PROVISION OF
 HIV SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 AIDS SERVICES FOUNDATION ORANGE COUNTY
 MARCH 1, ~~2015~~2016 THROUGH FEBRUARY ~~29, 2016~~28, 2019

I. PERSONAL INFORMATION AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or California Department of Health Care Services (DHCS), received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.

5. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code § 1798.3(a).

1 9. "Required by law" means a mandate contained in law that compels an entity to make a use
 2 or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court
 3 orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental
 4 or tribal inspector general, or an administrative body authorized to require the production of information,
 5 and a civil or an authorized investigative demand. It also includes Medicare conditions of participation
 6 with respect to health care providers participating in the program, and statutes or regulations that require
 7 the production of information, including statutes or regulations that require such information if payment
 8 is sought under a government program providing public benefits.

9 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,
 10 modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or
 11 interference with system operations in an information system that processes, maintains or stores PI.

12 B. TERMS OF AGREEMENT

13 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
 14 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform
 15 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement
 16 provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if
 17 done by the COUNTY.

18 2. Responsibilities of CONTRACTOR

19 CONTRACTOR agrees:

20 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required
 21 by this Personal Information Privacy and Security Contract or as required by applicable state and federal
 22 law.

23 b. Safeguards. To implement appropriate and reasonable administrative, technical, and
 24 physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect
 25 against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use
 26 or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and
 27 Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security
 28 program that include administrative, technical and physical safeguards appropriate to the size and
 29 complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate
 30 the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its current
 31 policies upon request.

32 c. Security. CONTRACTOR shall ensure the continuous security of all computerized data
 33 systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS
 34 PI and PII. These steps shall include, at a minimum:

35 1) Complying with all of the data system security precautions listed in Paragraph E of
 36 the Business Associate Contract, Exhibit B to the Agreement-; and

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1 2) Providing a level and scope of security that is at least comparable to the level and
2 scope of security established by the Office of Management and Budget in OMB Circular No. A-130,
3 Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for
4 automated information systems in Federal agencies.

5 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
6 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
7 Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health
8 and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the
9 Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and
10 security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA,
11 Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State
12 and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to
13 ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS
14 PII agree to the same requirements for privacy and security safeguards for confidential data that apply to
15 CONTRACTOR with respect to such information.

16 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect
17 that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its
18 subcontractors in violation of this Personal Information Privacy and Security Contract.

19 e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and
20 conditions set forth in this Personal Information and Security Contract on any subcontractors or other
21 agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the
22 disclosure of DHCS PI or PII to such subcontractors or other agents.

23 f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or
24 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,
25 injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS
26 PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS
27 with a list of all employees, contractors and agents who have access to DHCS PII, including employees,
28 contractors and agents of its subcontractors and agents.

29 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the
30 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA
31 including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI,
32 production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to
33 the affected individual(s).

34 h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR
35 agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII
36 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI
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1 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit
2 B to the Agreement.

3 i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an
4 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for
5 carrying out the requirements of this Personal Information Privacy and Security Contract and for
6 communicating on security matters with the COUNTY

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