

AGREEMENT FOR PROVISION OF
 HIV SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 AIDS SERVICES FOUNDATION ORANGE COUNTY
 MARCH 1, ~~2012~~2013 THROUGH FEBRUARY 28, ~~2013~~2015

THIS AGREEMENT entered into this 1st day of March ~~2012~~2013, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and AIDS SERVICES FOUNDATION ORANGE COUNTY, a California nonprofit corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Human Immunodeficiency Virus (HIV) services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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CONTENTS

<u>1</u>	<u>PARAGRAPH</u>	<u>PAGE</u>
<u>2</u>	Title Page.....	1
<u>3</u>	Contents.....	2
<u>4</u>	Referenced Contract Provisions	<u>34</u>
<u>5</u>	I. Acronyms	6
<u>6</u>	II. Alteration of Terms	7
<u>7</u>	III. Assignment of Debts.....	7
<u>8</u>	IV. Compliance	8
<u>9</u>	V. Confidentiality.....	11
<u>10</u>	VI. Cost Report.....	12
<u>11</u>	VII. Delegation, Assignment and Subcontracts.....	13
<u>12</u>	VIII. Employee Eligibility Verification	14
<u>13</u>	IX. Equipment	14
<u>14</u>	X. Facilities, Payments and Services.....	15
<u>15</u>	XI. Indemnification and Insurance	16
<u>16</u>	XII. Inspections and Audits.....	19
<u>17</u>	XIII. Licenses and Laws	20
<u>18</u>	XIV. Literature and Advertisements.....	22
<u>19</u>	XV. Maximum Obligation.....	22
<u>20</u>	XVI. Nondiscrimination.....	22
<u>21</u>	XVII. Notices.....	24
<u>22</u>	XVIII. Notification of Death	25
<u>23</u>	XIX. Notification of Public Events and Meetings	25
<u>24</u>	XX. Records Management and Maintenance	26
<u>25</u>	XXI. Revenue	27
<u>26</u>	XXII. Severability.....	28
<u>27</u>	XXIII. Special Provisions	28
<u>28</u>	XXIV. Status of Contractor	29
<u>29</u>	XXV. Term	30
<u>30</u>	XXVI. Termination	30
<u>31</u>	XXVII. Third Party Beneficiary	32
<u>32</u>	XXVIII. Waiver of Default or Breach.....	32
<u>33</u>	Signature Page.....	33
<u>34</u>	//	
<u>35</u>	//	
<u>36</u>		
<u>37</u>		

CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

<u>EXHIBIT A</u>		<u>PAGE</u>
I. Assurances.....	1	1
II. Budget	2	2
III. Client Grievance Review and Resolution Policy.....	14	14
IV. General Staffing Requirements	14	14
V. Payments	15	15
VI. Reports.....	16	16
VII. Services	18	18
//		
//		
//		
//		
//		
//		
//		
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REFERENCED CONTRACT PROVISIONS

Term: March 1, ~~2012~~2013 through February 28, ~~2013~~2015

Period One means the period from March 1, 2013 through February 28, 2014

Period Two means the period from March 1, 2014 through February 28, 2015

Maximum Obligation: \$1,772,594

Period One Maximum Obligation:	\$1,717,109
Period Two Maximum Obligation:	1,717,109
TOTAL CONTRACT MAXIMUM OBLIGATION:	\$3,434,218

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

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

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

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability, including coverage	\$1,000,000 per occurrence
for owned, non-owned and hired vehicles	
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence

1 Professional Liability Insurance \$1,000,000 per claims made or
2 per occurrence

3 Sexual Misconduct \$1,000,000 per occurrence

4 Attn: Philip Yaeger

5 E-mail: PYAEGER@ocasf.org

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I. ACRONYMS

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

1	A.	A. <u>ADAP</u>	<u>AIDS Drug Assistance Program</u>
2		B. <u>AIDS</u>	<u>Acquired Immune Deficiency Syndrome</u>
3		C. <u>ARRA</u>	<u>American Recovery and Reinvestment Act</u>
4	B.D.	<u>ASRS</u>	<u>Alcohol and Drug Programs Reporting System</u>
5	C.	<u>E.</u>	<u>CCC California Civil Code</u>
6	D.F.	<u>CCR</u>	<u>California Code of Regulations</u>
7		G. <u>CDC</u>	<u>Centers for Disease Control</u>
8	H.	E.	<u>CFR Code of Federal Regulations</u>
9	F.I.	<u>CHPP</u>	<u>COUNTY HIPAA Policies and Procedures</u>
10	J.	G.	<u>CHS Correctional Health Services</u>
11		K. <u>CAN</u>	<u>Certified Nursing Attendants</u>
12		L. <u>COI</u>	<u>Certificate of Insurance</u>
13	M.	H.	<u>D/MC Drug/Medi-Cal</u>
14	I.	DMH	<u>N. DHCS Department of Mental Health <u>Care Services</u></u>
15		O. <u>DME</u>	<u>Durable Medical Equipment</u>
16	P.	J.	<u>DPFS Drug Program Fiscal Systems</u>
17	Q.	K.	<u>DRS Designated Record Set</u>
18		R. <u>FTE</u>	<u>Full Time Equivalent</u>
19	S.	L.	<u>HCA Health Care Agency</u>
20	T.	M.	<u>HHS Health and Human Services</u>
21	NU.	<u>HIPAA</u>	<u>Health Insurance Portability and Accountability Act</u>
22		V. <u>HIV</u>	<u>Human Immunodeficiency Virus</u>
23		W. <u>HOPWA</u>	<u>Housing Opportunities for Persons with AIDS</u>
24	X.	O.	<u>HSC California Health and Safety Code</u>
25		Y. <u>ISO</u>	<u>Insurance Services Office</u>
26		Z. <u>ISP</u>	<u>Individualized Service Plan</u>
27		AA. <u>ITP</u>	<u>Individualized Treatment Plan</u>
28		AB. <u>LIHP</u>	<u>Low Income Health Program</u>
29		AC. <u>MAI</u>	<u>Minority AIDS Initiative</u>
30	AD.	P.	<u>MHP Mental Health Plan</u>
31		AE. <u>MOU</u>	<u>Memoranda of Understanding</u>
32	AF.	Q.	<u>OCJS Orange County Jail System</u>
33	R	AG.	<u>OCPD Orange County Probation Department</u>
34	AH.	S.	<u>OCR Office for Civil Rights</u>

<u>1</u>	TAI.	OCSD	Orange County Sheriff's Department
<u>2</u>	UAJ.	OIG	Office of Inspector General
<u>3</u>	AK.	V.	OMB Office of Management and Budget
<u>4</u>	WAL.	OPM	Federal Office of Personnel Management
<u>5</u>	XAM.	PADSS	Payment Application Data Security Standard
<u>6</u>	AN.	Y.	PC State of California Penal Code
<u>7</u>	ZAO.	PCI DSS	Payment Card Industry Data Security Standard
<u>8</u>	AP.	AA.	PHI Protected Health Information
<u>9</u>	AQ.	AB.	PII Personally Identifiable Information
<u>10</u>	AR.	AC.	PRA Public Record Act
<u>11</u>	AS.	QM	Quality Management
<u>12</u>	AT.	RWDR/RSR	Ryan White Data and/or Services Reports
<u>13</u>	AU.	SIR	Self-Insured Retention
<u>14</u>	AV.	SNAP	Supplemental Nutrition Assistance Program
<u>15</u>	AW.	AD.	USC United States Code
<u>16</u>	AEAX.	WIC	State of California Welfare and Institutions Code
<u>17</u>	#AY.	WIC	Women, Infants, Children

II. ALTERATION OF TERMS

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

III. ASSIGNMENT OF DEBTS

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

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IV. COMPLIANCE

1 | A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
 2 | the purpose of ensuring adherence to all rules and regulations related to federal and state health care
 3 | programs.
 4 |

5 | 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of the relevant
 6 | policies and procedures relating to ADMINISTRATOR's Compliance Program.

7 | 2. Covered Individuals includes all contractors, subcontractors, agents, and other persons who
 8 | provide health care items or services or who perform billing or coding functions on behalf of
 9 | ~~HCA~~ ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per diem
 10 | employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
 11 | work more than one hundred sixty (160) hours per year; except that any such individuals shall become
 12 | Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
 13 | calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
 14 | made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

15 | 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or
 16 | establish its own, provided CONTRACTOR's Compliance Program has been verified to include all
 17 | required elements by ADMINISTRATOR's Compliance Officer as described in
 18 | ~~subparagraphs~~ Subparagraphs A.4., A.5., A.6., and A.7. below.

19 | 4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy
 20 | of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty
 21 | (30) calendar days of award of this Agreement.

22 | 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's
 23 | Compliance Program contains all required elements. CONTRACTOR shall take necessary action to
 24 | meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's
 25 | Compliance Program if the ADMINISTRATOR's Compliance Program does not contain all required
 26 | elements.

27 | 6. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
 28 | CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure
 29 | that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's
 30 | Compliance Program and related policies and procedures.

31 | 7. Failure of CONTRACTOR to submit its Compliance Program and relevant policies and
 32 | procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty
 33 | (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of
 34 | this Agreement as to the non-complying party.

35 | B. SANCTION SCREENING - CONTRACTOR shall screen all Covered Individuals employed or
 36 | retained to provide services related to this Agreement to ensure that they are not designated as Ineligible
 37 | Persons, as defined hereunder. Screening shall be conducted against the General Services

Administration's List of Parties Excluded from Federal Programs, the Health and Human Services/OIG List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.

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

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

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

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

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

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

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

6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment or sanction CONTRACTOR for services provided by ineligible person or individual.

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

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

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

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

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

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

D. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.

1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of ADMINISTRATOR's Code of Conduct.

2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided CONTRACTOR's Code of Conduct has been approved by ADMINISTRATOR's Compliance Officer as described in ~~subparagraphs~~ Subparagraphs D.4., D.5., D.6., D.7., and D.8. below.

4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.

6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Code of Conduct.

7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.

8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care

1 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
2 and are consistent with federal, state and county laws and regulations. This includes compliance with
3 federal and state health care program regulations and procedures or instructions otherwise
4 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or
5 their agents.

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

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

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

14
15 **V. CONFIDENTIALITY**

16 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
17 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
18 regulations, including 42 USC 290dd-2 (Confidentiality of Records), as they now exist or may hereafter
19 be amended or changed.

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

24 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
25 consents for the release of information from all persons served by CONTRACTOR pursuant to this
26 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,
27 Part 2.6 relating to confidentiality of medical information.

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

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

VI. COST REPORT

1 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days
2 following termination of this Agreement. ~~CONTRACTOR shall submit a Cost Report to COUNTY no~~
3 ~~later than sixty (60) calendar days following termination of this Agreement.~~ CONTRACTOR shall
4 prepare the Cost Report in accordance with all applicable federal, state and county requirements,
5 generally accepted accounting principles and the SPECIAL PROVISIONS (Article) of this Agreement.
6 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
7 and funding sources in accordance with such requirements and consistent with prudent business
8 practice, which costs and allocations shall be supported by source documentation maintained by
9 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.
10

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

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

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

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

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

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

35 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
36 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth in
37 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 laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable un-reimbursable 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.

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

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

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

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

Signed _____
Name _____
Title _____
Date _____"

VII. DELEGATION ASSIGNMENT, AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR

1 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
 2 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as
 3 they relate to the service or activity under subcontract, and include any provisions that
 4 ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon
 5 five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of
 6 this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate
 7 or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
 8 ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed
 9 for subcontracts not approved in accordance with this paragraph.

10 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
 11 prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, any
 12 change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a
 13 change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2)
 14 month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted
 15 assignment or delegation in derogation of this paragraph shall be void.

16 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
 17 prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations, any
 18 change in the business structure, including but not limited to, the sale or transfer of more than ten
 19 percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure,
 20 including a change to a sole proprietorship, or a change in fifty percent (50%) or more of
 21 CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any
 22 attempted assignment or delegation in derogation of this paragraph shall be void.

23 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

24 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
 25 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors
 26 and consultants performing work under this Agreement meet the citizenship or alien status requirement
 27 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
 28 subcontractors and consultants performing work hereunder, all verification and other documentation of
 29 employment eligibility status required by federal or state statutes and regulations including, but not
 30 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
 31 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
 32 covered employees, subcontractors and consultants for the period prescribed by the law.

33 **IX. EQUIPMENT**

34 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 35 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 36 Administrator to assist in performing the services described in this Agreement. "Relatively Permanent"
 37

1 is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over,
2 including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
3 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
4 other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes,
5 but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of
6 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
7 depreciated according to generally accepted accounting principles.

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

14 C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to
15 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in
16 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
17 is purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

34 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
35 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.
36

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

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

6
7 **XI. INDEMNIFICATION AND INSURANCE**

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

18 ~~—B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall~~
19 ~~maintain in force at all times during the term of this Agreement a policy, or policies, of insurance~~
20 ~~covering its operations as specified in the Referenced Contract Provisions of this Agreement.~~

21 B. Prior to the provision of services under this AGREEMENT, CONTRACTOR agrees to
22 purchase all required insurance at CONTRACTOR's expense and to submit to COUNTY the COI,
23 including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions
24 of this AGREEMENT have been complied with and to maintain such insurance coverage with
25 COUNTY during the entire term of this AGREEMENT. In addition, all subcontractors performing
26 work on behalf of CONTRACTOR pursuant to this AGREEMENT shall obtain insurance subject to the
27 same terms and conditions as set forth herein for CONTRACTOR.

28 C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
29 indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an
30 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
31 CEO/Office of Risk Management.

32 D. If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this
33 AGREEMENT, COUNTY may terminate this AGREEMENT.

34 **E. QUALIFIED INSURER**

35 1. The policy or policies of insurance must be issued by an insurer licensed to do business in
36 the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M.
37 Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's

1 **Key Rating Guide/Property-Casualty/United States or ambest.com)**

2 //

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

7 F. The policy or policies ~~except~~ of insurance maintained by CONTRACTOR shall provide the
8 minimum limits and coverage as set forth below:

<u>9</u> Coverage	<u>10</u> Minimum Limits
<u>11</u> Commercial General Liability	<u>11</u> \$1,000,000 per occurrence
	<u>12</u> \$2,000,000 aggregate
<u>13</u> Automobile Liability including coverage <u>14</u> for owned, non-owned and hired vehicles	<u>13</u> \$1,000,000 per occurrence
<u>15</u> Workers' Compensation, Employer's	<u>15</u> Statutory
<u>16</u> Employers' Liability, and Insurance	<u>16</u> \$1,000,000 per occurrence
<u>17</u> Professional Liability Insurance	<u>17</u> \$1,000,000 per claims made <u>18</u> or per occurrence
<u>19</u> Sexual Misconduct Liability	<u>19</u> \$1,000,000 per occurrence
<u>20</u>	<u>20</u>

21 **G. REQUIRED COVERAGE FORMS**

22 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a
23 substitute form providing liability coverage at least as broad.

24 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05,
25 CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

26 **H. REQUIRED ENDORSEMENTS** – The Commercial General Liability policy shall contain the
27 following ~~clauses~~ endorsements, which shall accompany the COI:

28 ~~1. "The~~ 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033
29 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers,
30 employees, agents as Additional Insureds.

31 2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance
32 is ~~included as an additional insured with respect to the operations of the named insured performed under~~
33 ~~contract with~~ primary and any insurance or self-insurance maintained by the County of Orange." shall
34 be excess and non-contributing.
35
36
37

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

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

~~D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.~~

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

J. 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 shall give the County of Orange 30 days' notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of AGREEMENT.

M. 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).

N. 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.

O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY incorporating such changes within thirty 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.

P. 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.

Q. 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) days' upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph F. of this AGREEMENT.

2. The COI and endorsements shall be provided to the COUNTY at the address as referenced in the Referenced Contract Provisions of this AGREEMENT.

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. F. Unless waived by ADMINISTRATOR, the policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).~~

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.

R. 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.

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

1 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
2 in the Records Management and Maintenance ~~paragraph~~ Paragraph of this Agreement. Such persons
3 may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this
4 Agreement, and the premises in which they are provided.

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

9 C. AUDIT RESPONSE

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

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

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

26 E. CONTRACTOR shall employ a licensed certified public accountant, who will prepare an
27 annual Single Audit as required by OMB 133. CONTRACTOR shall forward the Single Audit to
28 ADMINISTRATOR within fourteen (14) calendar days of receipt.

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

33 **XIII. LICENSES AND LAWS**

34 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
35 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers, and
36 exemptions necessary for the provision of services hereunder and required by the laws and regulations
37 of the United States, the State of California, COUNTY, and any other applicable governmental agencies.

1 CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or
2 maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates,
3 waivers and exemptions. Said inability shall be cause for termination of this Agreement.

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

- 7 1. Federal Single Audit Act of 1984 (31 USC. 7501.70).
- 8 2. HIPAA Privacy Rule, as it may exist now, or be hereafter amended, and if applicable.
- 9 3. 42 USC. 12101 et seq., the Americans with Disabilities Act of 1990.
- 10 4. WIC §15600, et seq., Abuse of the Elderly and Dependent Adults.
- 11 5. 45 CFR Part 76, Drug Free Work Place.
- 12 6. CCR, Title 22.
- 13 7. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy
14 Statement.
- 15 8. OMB Circulars A-87, A-89, A-110, A-122 and A-133.
- 16 9. ARRA of 2009.
- 17 10. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS
18 Treatment Extension Act of 2009.

19 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

- 22 a. In the case of an individual contractor, his/her name, date of birth, social security
23 number, and residence address;
- 24 b. In the case of a contractor doing business in a form other than as an individual, the
25 name, date of birth, social security number, and residence address of each individual who owns an
26 interest of ten percent (10%) or more in the contracting entity;
- 27 c. A certification that CONTRACTOR has fully complied with all applicable federal and
28 state reporting requirements regarding its employees;
- 29 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
30 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply;

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

37 //

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

XIV. LITERATURE AND ADVERTISEMENTS

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

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance and in writing by ADMINISTRATOR.

C. Any literature, including educational and promotional materials, distributed by CONTRACTOR for purposes directly related to this Agreement shall indicate that CONTRACTOR's services are supported by federal, state and county funds, as appropriate.

XV. MAXIMUM OBLIGATION

A. The Maximum Obligation of COUNTY for services provided in accordance with this Agreement is as specified in the Referenced Contract Provisions of this Agreement.

B. ADMINISTRATOR may ~~amend~~ increase the Total Maximum Obligation by an amount not to exceed ten percent (10%) of Period One for the entire term of the Agreement or decrease the Total Maximum Obligation for Period One and Period Two in accordance with ~~Subparagraph H.F.~~ the Budget paragraph of Exhibit A to this Agreement.

XVI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination 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. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

B. SERVICES, BENEFITS AND FACILITIES - CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title VI of the Civil Rights Act of 1964 (42 USC §2000d) 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.

1. For the purpose of this ~~subparagraph~~ Subparagraph B., Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

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

2. Complaint Process - CONTRACTOR shall establish procedures for advising all clients through a written statement that CONTRACTOR's clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the U.S. Department of Health and Human Services' OCR. CONTRACTOR's statement shall advise clients of the following:

- a. In those cases where the client's complaint is filed initially with the OCR, the Office OCR may proceed to investigate the client's complaint, or the Office OCR may request COUNTY to conduct the investigation.

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

4 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of
5 §504 of the Rehabilitation Act of 1973 (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.),
6 and the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), pertaining to the prohibition of
7 discrimination against qualified persons with disabilities in all programs or activities, as they exist now
8 or may be hereafter amended together with succeeding legislation.

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

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

18
19 **XVII. NOTICES**

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

22 1. When written and deposited in the United States mail, first class postage prepaid and
23 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
24 by ADMINISTRATOR;

25 2. When faxed, transmission confirmed;

26 3. When sent by Email; or

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

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

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

37 //

1 D. In the event of a death, notification shall be made in accordance with the Notification of Death
2 ~~paragraph~~Paragraph of this Agreement.

3
4 **XVIII. NOTIFICATION OF DEATH**

5 A. NON-TERMINAL ILLNESS DEATH

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

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

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

16 B. TERMINAL ILLNESS DEATH

17 1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered,
18 or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of
19 any person served hereunder. The Notification of Terminal Illness Death shall contain the name of the
20 deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of
21 CONTRACTOR's officers or employees with knowledge of the incident.

22 2. If there are any questions regarding the cause of death of any person served hereunder who
23 was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death,
24 CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with
25 ~~subparagraph~~Subparagraph A. above.

26
27 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

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XX. RECORDS MANAGEMENT AND MAINTENANCE

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

1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).
2. State of California, Department of ASRS manual.
3. State of California, DPFS manual.
4. State of California, Health and Safety Code §123145.
5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

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

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

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

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

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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.

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

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

5 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
6 security of PII and/or PHI. CONTRACTOR shall, immediately upon discovery of a breach of privacy
7 and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by
8 telephone and email or facsimile.

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

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

17 K. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
18 commencement of the contract, unless a longer period is required due to legal proceedings such as
19 litigations and/or settlement of claims.

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

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

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

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

30
31 **XXI. REVENUE**

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

37 //

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

4 C. PROCEDURES - CONTRACTOR shall maintain internal financial controls which adequately
5 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically
6 provide for the identification of delinquent accounts and methods for pursuing such accounts.
7 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current
8 status of fees which are billed, collected, transferred to a collection agency, or deemed by
9 CONTRACTOR to be uncollectible.

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

12 **XXII. SEVERABILITY**

13 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
14 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
15 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
16 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
17 in full force and effect, and to that extent the provisions of this Agreement are severable.
18

19 **XXIII. SPECIAL PROVISIONS**

20 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
21 purposes:
22

- 23 1. Purchasing or improving land, including constructing or permanently improving any
24 building or facility, except for tenant improvements.
- 25 2. Providing inpatient hospital services or purchasing major medical equipment.
- 26 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
27 funds (matching).
- 28 4. Making cash payments to intended recipients of services through this Agreement.
- 29 5. Contracting or subcontracting with any entity other than an individual or nonprofit entity,
30 unless no non-profit is able and willing to provide such services.
- 31 6. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
32 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
33 use of appropriated funds to influence certain federal contracting and financial transactions).
- 34 7. Supplanting current funding for existing services.
- 35 8. Fundraising.
- 36 9. Payment of home mortgages; direct maintenance expense (tires, repairs, etc.) of a privately
37 owned vehicle or any other cost associated with a vehicle, such as lease or loan payments, insurance, or

1 license and registration fees; payment of local or state personal property taxes (for residential property,
2 private automobiles, or any other personal property against which taxes may levied). This restriction
3 does not apply to vehicles operated by organizations for program purposes.

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

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

7 12. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
8 subcontractors, or members of the Board of Directors or its designee or authorized agent, or making
9 salary advances or giving bonuses to CONTRACTOR's staff.

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

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

15 15. Severance pay for separating employees.

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

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

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

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

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

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

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

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

32
33 **XXIV. STATUS OF CONTRACTOR**

34 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
35 wholly responsible for the manner in which it performs the services required of it by the terms of this
36 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
37 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the

1 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
2 or any of CONTRACTOR’s employees, agents, consultants, or subcontractors. CONTRACTOR
3 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
4 subcontractors as they relate to the services to be provided during the course and scope of their
5 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
6 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to
7 be COUNTY employees.

8
9 **XXV. TERM**

10 The term of this Agreement shall commence and terminate as specified in the Referenced Contract
11 Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement;
12 provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend
13 beyond this term, including but not limited to, obligations with respect to confidentiality,
14 indemnification, audits, reporting and accounting.

15
16 **XXVI. TERMINATION**

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

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

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

- 25 1. The loss by CONTRACTOR of legal capacity.
- 26 2. Cessation of services.
- 27 3. The delegation or assignment of CONTRACTOR’s services, operation or administration to
28 another entity without the prior written consent of COUNTY.
- 29 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
30 required pursuant to this Agreement.
- 31 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this
32 Agreement.
- 33 6. The continued incapacity of any physician or licensed person to perform duties required
34 pursuant to this Agreement.

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1 7. Unethical conduct or malpractice by any physician or licensed person providing services
2 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
3 removes such physician or licensed person from serving persons treated or assisted pursuant to this
4 Agreement.

5 D. CONTINGENT FUNDING

6 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

7 a. The continued availability of federal, state and county funds for reimbursement of
8 COUNTY's expenditures, and

9 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
10 approved by the Board of Supervisors.

11 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
12 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given
13 CONTRACTOR.

14 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
15 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
16 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
17 term of the Agreement.

18 F. In the event this Agreement is terminated by either party, after receiving a Notice of
19 Termination CONTRACTOR shall do the following:

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

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

24 3. Until the date of termination, continue to provide the same level of service required by this
25 Agreement.

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

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

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

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

35 8. To the extent services are terminated, cancel outstanding commitments covering the
36 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
37 commitments which relate to personal services. With respect to these canceled commitments,

1 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
2 arising out of such cancellation of commitment which shall be subject to written approval of
3 ADMINISTRATOR.

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

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XXVII. THIRD PARTY BENEFICIARY

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

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XXVIII. WAIVER OF DEFAULT OR BREACH

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

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

3 AIDS SERVICES FOUNDATION ORANGE COUNTY
4

5 BY: _____ DATED: _____

6
7 TITLE: _____

8 BY: _____ DATED: _____

9
10 TITLE: _____
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15 COUNTY OF ORANGE
16

17
18 BY: _____ DATED: _____

19 HEALTH CARE AGENCY
20
21
22
23

24 APPROVED AS TO FORM
25 OFFICE OF THE COUNTY COUNSEL
26 ORANGE COUNTY, CALIFORNIA
27

28
29 BY: _____ DATED: _____

30 DEPUTY
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32
33

34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 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 ~~HCA~~ ADMINISTRATOR.

EXHIBIT A
 TO AGREEMENT ~~FOR PROVISION OF HIV SERVICES~~ WITH
 AIDS SERVICES FOUNDATION ORANGE COUNTY
FOR PROVISION OF
HIV SERVICES
 MARCH 1, ~~2012~~2013 THROUGH FEBRUARY 28, ~~2013~~2015

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

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

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

II. BUDGET

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

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

1. Medical Case Management Services

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
ADMINISTRATIVE COSTS		
Salaries	\$ 13,520 15,710	\$ 15,710
Benefits	3,110 613	3,613
Operating Expenses		
Travel/Transportation <u>Services</u>	0 16,319	16,319
and Supplies		
Equipment	0	
Facility and Operations	43,058 24,943	24,943
Communications	62	
Professional Service	<u>5,528</u> 603	5,603
SUBTOTAL	\$ 65,278 66,188	\$ 66,188
DIRECT CARE COSTS		
Salaries	\$ 434,077 435,206	\$ 435,206
Benefits	99,838 97,565	97,565
Operating Expenses		
Travel/Transportation	3,750 7,979	7,979
Equipment	0	
Services and Supplies	31,225 29,085	29,085

<u>1</u>	Communications	1,855	
<u>2</u>	Professional Service	13,803	<u>13,803</u>
<u>3</u>	Client Medical Transportation	20,559 <u>12,059</u>	<u>12,059</u>
<u>4</u>	SUBTOTAL	\$605,107 <u>595,697</u>	<u>\$ 595,697</u>
<u>5</u>			
<u>6</u>	TOTAL COSTS	\$670,385 <u>661,885</u>	<u>\$ 661,885</u>

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2. Non-Medical Case Management Services - Client Advocacy

<u>10</u>	ADMINISTRATIVE COSTS	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
<u>11</u>			
<u>12</u>	Salaries	\$ 1,885 <u>197</u>	\$ <u>197</u>
<u>13</u>	Benefits	434 <u>45</u>	<u>45</u>
<u>14</u>	Operating Expenses		
<u>15</u>	Travel/Transportation <u>Services</u>	0 <u>3,222</u>	<u>3,222</u>
<u>16</u>	<u>and Supplies</u>		
<u>17</u>	Equipment	0	
<u>18</u>	Facility and Operations	6,579 <u>5,651</u>	<u>5,651</u>
<u>19</u>	Communications	15	
<u>20</u>	Professional Service	1,344 <u>155</u>	<u>1,155</u>
<u>21</u>	SUBTOTAL	\$ 10,257 <u>270</u>	\$ <u>10,270</u>
<u>22</u>			
<u>23</u>	DIRECT CARE COSTS		
<u>24</u>	Salaries	\$ 63,731 <u>570</u>	\$ <u>63,570</u>
<u>25</u>	Benefits	14,658 <u>621</u>	<u>14,621</u>
<u>26</u>	Operating Expenses		
<u>27</u>	Travel/Transportation	620	<u>620</u>
<u>28</u>	Equipment	0	
<u>29</u>	Services and Supplies	6,526 <u>7,369</u>	<u>7,369</u>
<u>30</u>	Communications	658	
<u>31</u>	Professional Service	1,050	<u>1,050</u>
<u>32</u>	Client Medical Transportation	5,285	<u>5,285</u>
<u>33</u>	SUBTOTAL	\$ 92,528 <u>515</u>	\$ <u>92,515</u>
<u>34</u>			
<u>35</u>	TOTAL COSTS	\$102,785	<u>\$102,785</u>

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3. MAI Case Management

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	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
ADMINISTRATIVE COSTS		
Salaries	\$ 2,177 1,590	\$ <u>1,590</u>
Benefits	501 366	<u>366</u>
Operating Expenses		
Travel/Transportation <u>Services</u>	0 4,052	<u>4,052</u>
<u>and Supplies</u>		
Equipment	0	
Facility and Operations	10,521 6,987	<u>6,987</u>
Communications	10	
Professional Service	<u>1,363</u> 428	<u>1,428</u>
SUBTOTAL	\$ <u>14,572</u> 423	\$ <u>14,423</u>
 DIRECT CARE COSTS		
Salaries	\$ 95, 535 743	\$ <u>95,743</u>
Benefits	21,973 22,021	<u>22,021</u>
Operating Expenses		
Travel/Transportation	130	<u>1,129</u>
	<u>1,129</u>	
Equipment	0	
Services and Supplies	6,177 5,684	<u>5,684</u>
Communications	463 200	<u>200</u>
<u>Prizes/Incentives</u>		
Professional Service	1,150 800	<u>800</u>
Client Medical Transportation	<u>5,726</u> 4,226	<u>4,226</u>
SUBTOTAL	\$ <u>131,154</u> 129,803	\$ <u>129,803</u>
 TOTAL COSTS	 \$ <u>145,726</u> 144,226	 \$ <u>144,226</u>

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4. **Benefits Counseling**

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	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
ADMINISTRATIVE COSTS		
Salaries	\$ 5,698 437	\$ 437
Benefits	1,311 100	100
Operating Expenses		
<u>Services and Supplies</u>	0 3,381	3,381
Travel/Transportation		
Equipment	0	
Facility and Operations	9,594 12,229	12,229
Communications	10	
Professional Service	2,135 553	2,553
SUBTOTAL	\$ 18,748 700	\$ 18,700
DIRECT CARE COSTS		
Salaries	\$133,597 297	\$133,297
Benefits	30,727 658	30,658
Operating Expenses		
Travel/Transportation	501 1,100	1,100
Equipment	0	
Services and Supplies	3,346 020	3,020
Communications	341	
Professional Service	225	225
SUBTOTAL	\$168,737 300	\$168,300
TOTAL COSTS	\$187,485 000	\$187,000

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5. Nutritional Supplements

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
ADMINISTRATIVE COSTS		
Salaries	\$ 3,267,269	\$ 3,269
Benefits	751,752	752
Operating Expenses		
Travel/Transportation <u>Services</u>	0,681	681
<u>and Supplies</u>		
Equipment	0	
Facility and Operations	1,437,877	877
Communications	27	
Professional Service	—0,179	179
SUBTOTAL	\$ 5,482,758	\$ 5,758
DIRECT CARE COSTS		
Salaries	\$ 7,221	\$ 7,555
Benefits	1,661	1,738,661
Operating Expenses		
Travel/Transportation <u>Services</u>	0,506	506
<u>and Supplies</u>		
Equipment	0	
Services and Supplies	432	
Communications	79	
Professional Service	0	
Nutritional Supplements	42,298,438	42,438
SUBTOTAL	\$52,102,51,826	\$51,826
TOTAL COSTS	\$57,584	\$57,584

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6. **Food Bank Services**

ADMINISTRATIVE COSTS	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
Salaries	\$ 6,677 5,856	\$ 5,856
Benefits	1,536 347	1,347
Operating Expenses		
Travel/Transportation <u>Services</u>	0 1,088	1,088
<u>and Supplies</u>		
Equipment	0	
Facility and Operations	2,828 1,336	1,336
Communications	32	
Professional Service	327 273	273
SUBTOTAL	\$ 11,400 9,900	\$ 9,900
DIRECT CARE COSTS		
Salaries	\$ 13,692 11,105	\$ 11,105
Benefits	3,149 2,554	2,554
Operating Expenses		
Travel/Transportation	103 83	83
Equipment <u>Services and Supplies</u>	0 1,504	1,504
Services and Supplies	1,774	
Communications	81	
Professional Service	67	67
Food Expenses	82,461 72,492	72,492
Non-Food Expenses	1,273 295	1,295
SUBTOTAL	\$ 102,600 89,100	\$ 89,100
TOTAL COSTS	\$ 114 99,000	\$ 99,000

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7. **Mental Health Services**

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	<u>PERIOD ONE</u>	<u>PERIOD ONE</u>
ADMINISTRATIVE COSTS		
Salaries	\$ 5,637,385	\$ 5,385
Benefits	1,296,238	1,238
Operating Expenses		
Travel/Transportation <u>Services</u>	0 3,014	3,014
<u>and Supplies</u>		
Equipment	0	
Facility and Operations	6,973,490	4,901
Communications	46	
Professional Service	1,392,001	1,001
SUBTOTAL	\$ 15,344,539	\$ 15,539
 DIRECT CARE COSTS		
Salaries	\$109,323,108,784	\$108,784
Benefits	21,960,988	21,988
Operating Expenses		
Travel/Transportation	406	406
Equipment	0	
Services and Supplies	4,014,984	4,984
Communications	654	
Professional Service	23	23
Subcontractor	3,675	3,675
SUBTOTAL	\$140,055,139,860	\$139,860
 TOTAL COSTS	 \$155,399	 \$155,399

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

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	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
ADMINISTRATIVE COSTS		
Salaries	\$ 2,806,785	\$ 2,785
Benefits	645,640	640
Operating Expenses		
— Travel/Transportation <u>Services</u>	0,270	270
<u>and Supplies</u>		
— Equipment	0	
Facility and Operations	404,200	200
— Communications	23	
Professional Service	58,41	41
SUBTOTAL	\$ 3,936	\$ 3,936
DIRECT CARE COSTS		
— Salaries	\$ 0	
— Benefits	0	
Operating Expenses		
— Travel/Transportation	0	
— Equipment	0	
— Services and Supplies	0	
— Communications	0	
Medical/ Insurance Payments	30,427	30,427
Specialty Payments	5,000	5,000
SUBTOTAL	\$ 35,427	\$ 35,427
TOTAL COSTS	\$ 39,363	\$ 39,363

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9. Home Health Care Services

	<u>PERIOD ONE</u>	<u>PERIOD ONE</u>
ADMINISTRATIVE COSTS		
Salaries	\$ 8,685,615	\$ 8,615
Benefits	1,997,982	1,982
Operating Expenses		
Travel/Transportation Services	0,837	837
and Supplies		
Facility and Operations	0,618	618
Equipment		
Professional Service	126	126
<u>SUBTOTAL</u>	<u>\$ 12,178</u>	<u>\$ 12,178</u>
DIRECT CARE COSTS		
Operating Expenses		
C.N.A. Services	\$ 101,290	\$ 101,290
Homemaker	6,000	6,000
Professional Nursing—Facility	1,367,960	1,960
and Operations		
Specialized Care/DME	71, 13,572	13,572
Communications		
Professional Service		
<u>SUBTOTAL</u>	<u>58, \$122,822</u>	<u>\$122,822</u>
<u>SUBTOTAL</u>	<u>\$ 12,178</u>	
<u>TOTAL COSTS</u>	<u>\$135,000</u>	<u>\$135,000</u>

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<u>10. Medical Transportation Services</u>		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
<u>ADMINISTRATIVE COSTS</u>			
Salaries		\$ 2,220	\$ 2,220
Benefits		510	510
Operating Expenses			
Services and Supplies		3,525	3,525
Facility and Operations		5,970	5,970
Professional Service		1,223	1,223
<u>SUBTOTAL</u>		<u>\$ 13,448</u>	<u>\$ 13,448</u>
<u>DIRECT CARE COSTS</u>			
Salaries		\$ 0 55,593	\$ 55,593
Benefits		0 12,786	12,786
Operating Expenses		0	
Travel/Transportation		0 11	11
Equipment Services and Supplies		0 32,058	32,058
Professional Service Services		0 93	0
and Supplies			
Communications Direct Client Assistance		0 14,059	14,059
Professional Service Vehicle Maintenance		106,042	6,819
Specialized Care/DME		16,780	
		121,419	
<u>SUBTOTAL</u>		<u>\$122,822</u>	
<u>TOTAL COSTS</u>		<u>\$135,000</u>	

<u>1</u>	10. Medical Transportation Services		
<u>2</u>			
<u>3</u>	ADMINISTRATIVE COSTS		
<u>4</u>	— Salaries	\$ 2,695	
<u>5</u>	— Benefits	620	
<u>6</u>	— Operating Expenses		
<u>7</u>	— Travel/Transportation	0	
<u>8</u>	— Equipment	0	
<u>9</u>	— Facility and Operations	11,656	
<u>10</u>	— Communications	13	
<u>11</u>	— Professional Service	1,502	
<u>12</u>	SUBTOTAL	\$ 16,486	
<u>13</u>			
<u>14</u>	DIRECT CARE COSTS		
<u>15</u>	— Salaries	\$ 71,631	
<u>16</u>	— Benefits	16,475	
<u>17</u>	— Operating Expenses		
<u>18</u>	— Travel/Transportation	15	
<u>19</u>	— Equipment	0	
<u>20</u>	— Services and Supplies	33,866	
<u>21</u>	— Communications	1,772	
<u>22</u>	— Professional Service	776	
<u>23</u>	— Transportation Services	16,057	
<u>24</u>	— Vehicle Maintenance	7,789	
<u>25</u>	SUBTOTAL	\$ 148,381	
<u>26</u>			
<u>27</u>	TOTAL COST	\$ 164 134,867	\$ <u>134,867</u>
<u>28</u>			
<u>29</u>			
<u>30</u>	TOTAL CONTRACT COSTS	\$1,772,594	
<u>31</u>			
<u>32</u>	11. TOTAL CONTRACT COSTS	\$ 1,717,109	\$ 1,717,109

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

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

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

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

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

G. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION

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

CFDA Year:	2012
CFDA No.:	93.914
Program Title:	HIV Emergency Relief Project Grants (B)
Federal Agency:	Department of Health and Human Services
Award Name:	HIV Emergency Relief Projects Grants (B) (Ryan White Part A)
Amount:	\$ 1,772,594 <u>3,434,218</u> (estimated)

2. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by OMB Circular Number A-133.

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

- 1 #
- 2 # H. CONTRACTOR may not use Ryan White Part A funds for:
- 3 1. purchase or improve land, or to purchase, construct or permanently improve any building or
- 4 other facility (other than minor remodeling),
- 5 2. cash payments to service recipients,
- 6 3. development of materials designed to promote or encourage intravenous drug use or sexual
- 7 activity, whether homosexual or heterosexual,
- 8 4. the purchase of vehicles without written Grants Management Officer approval,
- 9 //
- 10 5. non-targeted marketing or promotions or advertising about HIV services that target the
- 11 general public,
- 12 6. broad-scope awareness activities about HIV services that target the general public, outreach
- 13 activities,
- 14 7. outreach activities that have HIV prevention education as their exclusive purpose,
- 15 8. influencing or attempting to influence members of Congress and other Federal personnel,
- 16 and
- 17 9. foreign travel.

III. CLIENT GRIEVANCE REVIEW AND RESOLUTION POLICY

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19

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

21 by ADMINISTRATOR.

22 B. CONTRACTOR shall establish and maintain a Client Grievance Resolution Policy and

23 document that each client to whom services are provided under the terms of this Agreement are given

24 information on the grievance process. CONTRACTOR’s policy shall allow for the client to appeal

25 CONTRACTOR’s decision to ADMINISTRATOR, for review if the client is unsatisfied with

26 CONTRACTOR’s final decision related to a grievance. CONTRACTOR shall submit a copy of its

27 Client Grievance Resolution Policy to ADMINISTRATOR within thirty (30) calendar days of the

28 effective date of this Agreement and within fifteen (15) calendar days of the adoption by

29 CONTRACTOR of any revisions to the policy. CONTRACTOR’s Client Grievance Resolution Policy

30 is subject to approval by ADMINISTRATOR for the purpose of maintaining consistency with

31 established standards and policies.

IV. GENERAL STAFFING REQUIREMENTS

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34 A. CONTRACTOR shall establish a written Code of Conduct for employees, subcontractors,

35 volunteers, interns and members of the Board of Directors, which shall include, but not be limited to,

36 standards related to the use of drugs and/or alcohol; staff-client relationships; prohibition of sexual

37 contact with clients; and conflict of interest. Prior to providing any services pursuant to this Agreement,

1 all members of the Board of Directors, employees, subcontractors, volunteers, and interns of
2 CONTRACTOR shall agree in writing to maintain the standards set forth in the Code of Conduct.

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

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

7
8 **V. PAYMENTS**

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

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

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

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

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

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

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

ADMINISTRATOR shall be contingent upon satisfactory implementation and timeliness of CONTRACTOR's corrective action; provided, however, that any issue not satisfactorily resolved after sixty (60) calendar days may result in CONTRACTOR's loss of such withheld or delayed funds.

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

VI. REPORTS

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

B. FISCAL

1. In support of monthly billings, CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services ~~paragraph~~ Paragraph of this Exhibit A to the Agreement, the number of HIV infected individuals served, and the number of service units provided by CONTRACTOR with funds from this Agreement (Units of Service Report). The reports shall be due to ADMINISTRATOR no later

than the twentieth (20th) calendar day following the end of the month being reported, unless otherwise agreed to in writing by ADMINISTRATOR.

2. CONTRACTOR shall submit quarterly Year-End Projection Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report anticipated units of services to be provided, and projected year-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services ~~paragraph~~ Paragraph of this Exhibit A to the Agreement. Such reports shall include the actual monthly costs and revenues as of the date submitted and anticipated monthly costs and revenues projected through year-end. Year-End Projection Reports shall be due on the following dates: April 22, 2013; June 20, 2013; September 20, 2013 ~~and~~ December 3, 2013; April 22, 2014; June 20, 2014; September 22, 2014, and December 3, 2014 unless otherwise agreed to in writing by ADMINISTRATOR.

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report staff by position, actual staff hours worked, and the employees' names, and shall indicate which staff have taken

1 Compliance Training in accordance with the Compliance ~~paragraph~~ Paragraph of this Agreement. The
 2 reports shall be due to ADMINISTRATOR no later than the twentieth (20th) calendar day following the
 3 end of the month being reported, unless otherwise agreed to in writing by ADMINISTRATOR.

4 D. PROGRAMMATIC – CONTRACTOR shall submit ~~quarterly~~ biannual programmatic reports to
 5 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR
 6 and shall include but not be limited to, staff changes and corresponding impact on services, status of
 7 licensure and/or certifications, changes in populations being served and reasons for any such changes.
 8 CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of
 9 this Agreement and, if not, shall specify what steps will be taken to achieve satisfactory progress. The
 10 reports shall be due on the following dates: ~~June 20, 2012;~~ September 20, ~~2012, December 3,~~
 11 ~~2012~~ 2013; March 20, 2014; September 22, 2014; and March ~~21, 2013~~ 20, 2015, unless otherwise agreed
 12 to in writing by ADMINISTRATOR.

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

18 F. Countywide Data Reporting – CONTRACTOR shall fully comply with ADMINISTRATOR
 19 requirements for real-time data reporting of client demographics and selected service delivery
 20 information for Ryan White funded services. For purposes of this Agreement, real-time data reporting
 21 shall be defined as entering data into the COUNTY’s designated data system within two (2) business
 22 days of providing services, unless otherwise agreed upon in writing. For other service delivery
 23 information, CONTRACTOR shall enter data into the COUNTY’s designated data system within five
 24 (5) business days of providing services. ADMINISTRATOR and CONTRACTOR shall confer and
 25 mutually agree to which service delivery information must be reported within two (2) days of providing
 26 services.

27 G. ~~QUALITY MANAGEMENT (QM)~~ REPORTS – CONTRACTOR shall submit ~~a~~ an annual QM
 28 Report with appropriate signature(s) to ADMINISTRATOR for this Agreement. The QM Report shall
 29 be due by March 31, ~~2013, 2014 and March 31, 2015~~. The QM Report shall be submitted in a format
 30 provided or approved by ADMINISTRATOR. The QM Report shall include but not be limited to:

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

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

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

2 VII. SERVICES

3
4 A. CONTRACTOR shall make all services specified herein available to eligible persons who
5 reside in Orange County and are infected with the HIV, in accordance with this Agreement. Parties
6 understand that Common Standards of Care have been developed for all HIV Services and service-specific
7 Standards of Care have been developed for some services. CONTRACTOR shall adhere to standards of
8 care approved by ADMINISTRATOR. CONTRACTOR and ADMINISTRATOR may mutually agree,
9 in writing, to adjust the Eligibility, Units of Service, and Staffing ~~subparagraphs~~ Subparagraphs set forth
10 below for each program.

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

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

21 3. Unless otherwise stated, CONTRACTOR shall verify eligibility for services including, ~~but~~
22 ~~not limited to~~, Basic eligibility for all Ryan White services include proof of HIV status, proof of
23 residency within Orange County, ~~and~~ lack of other sources of services, and financial eligibility based on
24 ~~criteria provided or approved by ADMINISTRATOR.~~ Additional eligibility requirements are
25 indicated in the Eligibility Subparagraph for each service section below. Eligibility shall be verified at
26 minimum every six (6) months. ~~Eligibility verification shall be documented in ADMINISTRATOR's~~
27 ~~designated data system as required by ADMINISTRATOR.~~

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

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

36 6. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement
37 in a manner that is culturally and linguistically appropriate for the population(s) served.

1 CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to:
 2 records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring
 3 policies and procedures; copies of literature in multiple languages and formats, as appropriate; and
 4 descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are
 5 physically challenged.

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

15 B. MEDICAL CASE MANAGEMENT SERVICES

16 1. DEFINITION – A range of client-centered services that link clients with health care,
 17 psychosocial, and other services. The goal of case management is to enhance independence and
 18 increase quality of life for clients through adherence to medical care. The coordination and follow-up
 19 of medical treatments are the primary, but not exclusive, components of medical case management.
 20 These services ensure timely and coordinated access to medically appropriate levels of health and
 21 support services. Case Management should also ensure continuity of care through ongoing assessment
 22 of the client’s needs and personal support systems. Key activities include:

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

29 2.—ELIGIBILITY

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

33 ~~———— b. Clients may not be enrolled in multiple case management programs.~~

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

35 3. SCOPE OF SERVICES

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

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

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

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

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

11 1) Client Intake:

12 a) Perform client intake within five (5) business days of the client's referral or
13 initial client contact. Client intake shall include gathering of pertinent client information necessary to
14 establish the client's eligibility, demographic information, and information necessary for federal
15 reporting.

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

21 2) Comprehensive Assessment:

22 a) Begin assessment of client within one (1) week of client intake and complete
23 assessment within two (2) weeks. Areas of assessment should include, but not be limited to: medical
24 need; understanding of HIV transmission factors; substance use; mental health issues; financial needs;
25 //
26 nutritional needs; housing and living situation; social and emotional support; legal issues; and
27 transportation.

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

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

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

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

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

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

4) ~~Individualized Service Plan (ISP):~~

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

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

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

5) Referral/Advocacy and Coordination of Services:

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

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

6) Follow-Up and Monitoring:

a) Periodically contact 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. Caseloads are generally expected to be eighty-one (81) to one-hundred-ten (110) clients per Case Manager.

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. Moderate level caseloads are generally expected to be fifty-one (51) to eighty (80) clients.

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

1 access to care and services, requiring intensive assistance and support to meet needs. Staff performing
2 intensive level case management shall have a Master’s degree in a social service field or a nursing
3 degree. Intensive level case management requires, at minimum, monthly contact with clients and
4 face-to-face bi-monthly (every two months) reassessments of needs. Intensive level caseloads are
5 generally expected to be thirty (30) to fifty (50) clients.

6 f. MEDICAL TRANSPORTATION – BUS PASSES AND ACCESS COUPONS

7 1) Bus passes and/or ACCESS coupons may be provided to Medical Case
8 Management clients who are living at or below ~~three~~one hundred ~~fifty~~ percent (~~300~~150%) of the Federal
9 poverty level and are not eligible for medical transportation services under health insurance coverage or
10 other funding source. Services must be consistent with Standards of Care for Medical Transportation
11 provided by ADMINISTRATOR.

12 2) Medical transportation bus passes and/or ACCESS coupons shall only be provided
13 in conjunction with a known upcoming health care appointment.

14 3) The most cost-effective means of transportation that meets client’s needs shall be
15 utilized. When bus passes and/or ACCESS coupons will not meet the needs of the client,
16 CONTRACTOR may refer client for Medical Transportation van and/or taxi services.

17 g. CONTRACTOR shall comply with ADMINISTRATOR’s program evaluation
18 requirements, including development and implementation of a Quality Management Plan. Unless
19 modified by agreement, in writing, by ADMINISTRATOR and CONTRACTOR, outcome measures
20 will include the following:

21 1) Medical Case Management:

22 a) Improvement in health as measured by stable or increased CD4 counts and
23 stable or decreased viral load;

24 b) Decreased psycho-social needs as measured by stable or improved acuity
25 scores;

26 #
27 c) Increased ability to get to medical care as measured in Client Satisfaction
28 Survey; and

29 d) Meeting individual’s goals as measured in Client Satisfaction Survey.

30 2) Medical Transportation bus passes and/or ACCESS coupons – increased ability to
31 get to health care appointments.

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

34 4.3 UNITS OF SERVICE (~~Medical Case Management Services~~) CONTRACTOR shall, at
35 minimum, provide the following units of service:

36 PERIOD PERIOD
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	<u>ONE</u>	<u>TWO</u>
	<u>Units of</u>	<u>Units of</u>
	<u>Service</u>	<u>Service</u>
Basic – Bachelor’s Level		
Face-to-face contacts	279	<u>279</u>
Unduplicated clients	155	<u>155</u>
Moderate - Bachelor’s Level		
Face-to-face contacts	180	<u>180</u>
Unduplicated clients	50	<u>50</u>
Moderate - Master’s or Nurse Case Manager		
Face-to-face contacts	238	<u>238</u>
Unduplicated clients	66	<u>66</u>
Intensive		
Face-to-face contacts	972	<u>972</u>
Unduplicated clients	—180	<u>180</u>
<u>MEDICAL TRANSPORTATION</u>		
Client Medical Transportation	1,844 <u>90</u>	
Reduced fare daily bus passes	0	<u>900</u>
Regular fare daily bus passes	361 <u>176</u>	<u>176</u>
Reduced fare monthly bus passes	338 <u>165</u>	<u>165</u>
Regular fare monthly bus passes	88 <u>43</u>	<u>43</u>
	2,309 <u>1,</u>	
ACCESS Coupons	<u>128</u>	<u>1,128</u>
Unduplicated clients	<u>102</u>	<u>102</u>

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>FTEs</u>	<u>FTEs</u>
ADMINISTRATIVE STAFF		
Director – Accounting <u>Finance</u> and Operations	0.0340 <u>0.0310</u>	<u>0.0310</u>
	0	
Senior Staff Accountant	0.0340 <u>0.0310</u>	<u>0.0310</u>

<u>1</u>	Accounting Clerk	0.0340	0310	0.0310
<u>2</u>	Staff Accountant	0.0340	031	0.0310
<u>3</u>			0	
<u>4</u>	Network Administrator	0.0340	031	0.0310
<u>5</u>			0	
<u>6</u>	Data Programmer	0.0340	031	0.0310
<u>7</u>			0	
<u>8</u>	Executive Assistant	0.0227	018	0.0186
<u>9</u>			6	
<u>10</u>	Executive Director	0.0113	037	0.0371
<u>11</u>			1	
<u>12</u>	SUBTOTAL	0.2380	241	0.2417
<u>13</u>				
<u>14</u>	DIRECT CARE STAFF			
<u>15</u>	Director of Clinical Services	0.6964	512	0.5129
<u>16</u>			9	
<u>17</u>	Supervising Nurse Case Manager	0.3946	446	0.4469
<u>18</u>			9	
<u>19</u>	Nurse <u>Nursing Case Managers</u> <u>Manager</u>	1.5784	787	1.7876
<u>20</u>			6	
<u>21</u>	Case Management Assistant	0.5417	622	0.6228
<u>22</u>			8	
<u>23</u>	Supervising Social Worker	0.6809	571	0.5715
<u>24</u>			5	
<u>25</u>	Social Workers	1.5167	450	1.4506
<u>26</u>			6	
<u>27</u>	Social Services Case Supervisor			0.4345
<u>28</u>		0.5169	434	
<u>29</u>			5	
<u>30</u>	Social Services Case Manager	1.1856	232	1.2323
<u>31</u>			3	
<u>32</u>				
<u>33</u>	SUBTOTAL	7.1112	2059	7.0591
<u>34</u>				
<u>35</u>	TOTAL FTEs	7.3492	300	7.3008
<u>36</u>				
<u>37</u>	//			

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

3 ~~C. NON-MEDICAL CASE MANAGEMENT - CLIENT ADVOCACY~~

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

9 2. ~~ELIGIBILITY~~

10 ~~a. When possible, CONTRACTOR shall verify eligibility and provide services to~~
11 ~~individuals who meet Ryan White eligibility requirements.~~

12 ~~b. Clients may not be enrolled in a case management program and must be able to follow~~
13 ~~up on referrals with minimal assistance. Clients needing ongoing and/or regular assistance and support~~
14 ~~to access services should be referred to case management services.~~

15 ~~c. When possible, eligibility should be evaluated at least every six (6) months.~~

16 ~~3. SCOPE OF SERVICES~~

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

20 b. CONTRACTOR shall provide Client Advocacy activities as follows:

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

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

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

35 c. MEDICAL TRANSPORTATION – BUS PASSES AND ACCESS COUPONS

36 1) Bus passes and/or ACCESS coupons may be provided to Client Advocacy clients
37 who are living at or below ~~three~~one hundred ~~fifty~~ percent (~~300~~150%) of the Federal poverty level and

are not eligible for medical transportation services under health insurance coverage or other funding source. Services must be consistent with Standards of Care for Medical Transportation provided by ADMINISTRATOR.

2) Medical transportation bus passes and/or ACCESS coupons shall only be provided in conjunction with a known upcoming health care appointment.

3) The most cost-effective means of transportation that meets client's needs shall be utilized. When bus passes and/or ACCESS coupons will not meet the needs of the client, CONTRACTOR may refer client for Medical Transportation van and/or taxi 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 will include the following:

1) For Client Advocacy, client linkage to services

#

2) Medical Transportation bus passes and/or ACCESS coupons, increased ability to get to health care appointments.

~~43. UNITS OF SERVICE (Non-Medical Case Management Services Client Advocacy)~~
NON-MEDICAL CASE MANAGEMENT - CLIENT ADVOCACY - CONTRACTOR shall, at minimum, provide the following units of service: An encounter shall be fifteen (15) minutes in duration and shall consist of any one-on-one contact (i.e. face-to-face, telephone) with a client to provide referral, education, or information regarding needed services.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>Units of Service</u>	<u>Units of Service</u>
Client Advocacy		
Encounters	600	<u>600</u>
Unduplicated Clients <u>clients</u>	250	<u>250</u>
Medical Transportation		
Reduced fare daily bus passes	1,241	
Regular fare daily bus passes	60	
Reduced fare monthly bus passes	125	
Regular fare monthly bus passes	25	
ACCESS Coupons	130	

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
<u>Medical Transportation</u>		

1	Reduced fare daily passes	1,368	1,368
2	Regular fare daily bus passes	43	43
3	Reduced fare monthly bus passes	96	96
4	Regular fare monthly bus passes	15	15
5	ACCESS	102	102
6	Unduplicated clients	50	50

7
 8 5. STAFFING – NON-MEDICAL CASE MANAGEMENT - CLIENT ADVOCACY-
 9 CONTRACTOR shall, at a minimum, provide the following paid staff expressed in ~~Full-Time~~
 10 ~~Equivalents (FTEs)~~, which shall be equal to an average of forty (40) hours worked per week:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
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12		
13	<u>FTEs</u>	<u>FTEs</u>
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	<u>ADMINISTRATIVE STAFF</u>	
	Director – Finance & Ops	0.0006
	Senior Accountant	0.0006
	Accounting Clerk	0.0006
	Staff Accountant	0.0006
	Network Administrator	0.0006
	Data Programmer	0.0006
	Executive Director Assistant	0.05000001
	SUBTOTAL	0.05000037
	<u>DIRECT CARE STAFF</u>	
	Executive Director of Clinical Services	0.10000825
	Administrative Case Management Assistant	0.20001238
	Social Services Case Supv.	0.1089
	Social Services Case Manager	1.00001280
	SUBTOTAL	1.30004432
	TOTAL FTEs	1.35004469

34 D. MEDICAL CASE MANAGEMENT SERVICES - MAI

35 1. DEFINITION – A range of client-centered services that link clients, ethnic groups
 36 disproportionately impacted by the HIV epidemic with health care, psychosocial, and other services.
 37 The goal of case management is to enhance independence and increase quality of life for clients through

1 adherence to medical care. The coordination and follow-up of medical treatments are the primary, but
 2 not exclusive, components of medical case management. These services ensure timely and coordinated
 3 access to medically appropriate levels of health and support services. Case Management should also
 4 ensure continuity of care through ongoing assessment of the client's needs and personal support
 5 systems. Key activities include:

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

12 ~~2. ELIGIBILITY~~

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

16 ~~———— b. Clients may not be enrolled in multiple case management programs.~~

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

18 ~~———— 3. SCOPE OF SERVICES~~

19 a. CONTRACTOR shall provide access to a full range of Medical Case Management
 20 services. Services must be consistent with Standards of Care for Case Management provided by
 21 ADMINISTRATOR. These services ensure timely and coordinated access to appropriate levels of
 22 health and support services.

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

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

27 //

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

32 1) Client Intake:

33 a) Perform client intake within five (5) business days of the client's referral or
 34 initial client contact. Client intake shall include gathering of pertinent client information necessary to
 35 establish the client's eligibility, demographic information, and information necessary for federal
 36 reporting.

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

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

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

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

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

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

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

4) Individualized Service Plan (ISP):

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

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

1 of the ISP.

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

4 5) Referral/Advocacy and Coordination of Services:

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

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

10 6) Follow-Up and Monitoring:

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

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

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

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

20 7) Coordination of Medical Care:

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

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

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

25 8) Service Closure:

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

27 //
28 b) Make reasonable and appropriate attempts to locate and communicate with
29 clients lost to follow-up before terminating services. The case manager may refer the case to an
30 outreach worker in an attempt to bring the client back into care if attempts to locate client have been
31 unsuccessful. Referrals to the outreach worker shall be documented in the client's chart as part of a
32 termination plan.

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

35 e. **MEDICAL CASE MANAGEMENT – MAI LEVELS**

36 1) Medical Case Management – MAI levels and service intervals are determined first
37 and foremost by client needs as assessed by the case manager and by best practices identified in the

1 community.

2 #

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

7 a) Basic – The least intensive level of case management for low-acuity clients
8 who need only minimal assistance and support to meet needs. Staff performing basic level case
9 management shall have a minimum of Bachelor’s degree in a social service field or comparable case
10 management experience. Basic level case management requires, at minimum, quarterly contact with
11 clients and semi-annual (every six months) reassessments of needs. Caseloads for Case Managers are
12 generally expected to be eighty-one (81) to one-hundred-ten (110) clients.

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

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

26 f. MEDICAL TRANSPORTATION – BUS PASSES AND ACCESS COUPONS

27 1) Bus passes and/or ACCESS coupons may be provided to Medical Case
28 Management – MAI clients who are living at or below ~~three~~one hundred ~~fifty~~one percent (~~300~~150%) of the
29 Federal poverty level and are not eligible for medical transportation services under health insurance
30 coverage or other funding source. Services must be consistent with Standards of Care for Medical
31 Transportation provided by ADMINISTRATOR.

32 2) Medical transportation bus passes and/or ACCESS coupons shall only be provided
33 in conjunction with a known upcoming health care appointment.

34 3) The most cost-effective means of transportation that meets client’s needs shall be
35 utilized. When bus passes and/or ACCESS coupons will not meet the needs of the client,
36 CONTRACTOR may refer client for Medical Transportation van and/or taxi services.

37 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, by ADMINISTRATOR and CONTRACTOR, outcome measures will include the following:

1) Medical Case Management:

- a) Improvement in health as measured by stable or increased CD4 counts and stable or decreased viral load;
- b) Decreased psycho-social needs as measured by stable or improved acuity scores;
- c) Increased ability to get to medical care as measured in Client Satisfaction Survey; and
- d) Meeting individual’s goals as measured in Client Satisfaction Survey.

2) Medical Transportation bus passes and/or ACCESS coupons – increased ability to get to health care appointments.

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

~~4.3. UNITS OF SERVICE (Medical Case Management)~~ MEDICAL CASE MANAGEMENT SERVICES – MAI) – CONTRACTOR shall, at minimum, provide the following units of service:

	<u>PERIOD</u> <u>ONE</u> <u>Units of</u> <u>Service</u>	<u>PERIOD</u> <u>TWO</u> <u>Units of</u> <u>Service</u>
AFRICAN AMERICAN		
Basic – Bachelor’s Level		
Face-to-face contacts	22	22
Unduplicated clients	12	12
Moderate - Bachelor’s Level		
Face-to-face contacts	36	36
Unduplicated clients	10	10
Moderate - Master’s or Nurse Case Manager		
Face-to-face contacts	18	18
Unduplicated clients	5	5
Intensive		
Face-to-face contacts	65	65
Unduplicated clients	12	12
LATINO		

<u>1</u>	Basic – Bachelor’s Level		
<u>2</u>	Face-to-face contacts	72	<u>72</u>
<u>3</u>	Unduplicated clients	40	<u>40</u>
<u>4</u>	Moderate - Bachelor’s Level		
<u>5</u>	Face-to-face contacts	94	<u>94</u>
<u>6</u>	Unduplicated clients	26	<u>26</u>
<u>7</u>	Moderate - Master’s or Nurse Case Manager		
<u>8</u>	Face-to-face contacts	36	<u>36</u>
<u>9</u>	Unduplicated clients	10	<u>10</u>
<u>10</u>	Intensive		
<u>11</u>	Face-to-face contacts	70	<u>70</u>
<u>12</u>	Unduplicated clients	13	<u>13</u>
<u>13</u>			
<u>14</u>		<u>PERIOD</u>	<u>PERIOD</u>
<u>15</u>		<u>ONE</u>	<u>TWO</u>
<u>16</u>	Medical Transportation		
<u>17</u>	Reduced fare daily bus-passes	1,380 853	<u>853</u>
<u>18</u>	Regular fare daily bus passes	— 2717	<u>17</u>
<u>19</u>	Reduced fare monthly bus-passes	— 7949	<u>49</u>
<u>20</u>	Regular fare monthly bus-passes	— 85	<u>5</u>
<u>21</u>			
<u>22</u>	ACCESS-Coupons	809 500	<u>500</u>
<u>23</u>	Unduplicated clients	<u>32</u>	<u>32</u>
<u>24</u>			
<u>25</u>	5. STAFFING — (Medical Case Management MEDICAL CASE MANAGEMENT		
<u>26</u>	<u>SERVICES - MAI</u>)		
<u>27</u>	a. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full		
<u>28</u>	Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours worked per week:		
<u>29</u>	//		
<u>30</u>	//		
<u>31</u>	//		
<u>32</u>	//		
<u>33</u>		<u>PERIOD ONE</u>	<u>PERIOD</u>
<u>34</u>	ADMINISTRATIVE STAFF	<u>FTEs</u>	<u>TWO FTEs</u>
<u>35</u>	Director – Accounting Finance and Operations	0.00520040	0.0040
<u>36</u>	Senior Staff Accountant	0.00520040	0.0040
<u>37</u>	Accounting Clerk	0.00520040	0.0040

<u>1</u>	Staff Accountant	0.0052	0040	0.0040
<u>2</u>	Network Administrator	0.0052	0040	0.0040
<u>3</u>	Data Programmer	0.0052	0040	0.0040
<u>4</u>	Executive Assistant	0.0008	0006	0.0006
<u>5</u>	Executive Director	0.0025	0019	0.0019
<u>6</u>	SUBTOTAL	0.0345	0268	0.0268
<u>7</u>	DIRECT CARE STAFF			
<u>8</u>	Director of Clinical Services	0.0390	0386	0.0386
<u>9</u>	Supervising Nurse Case Manager	0.0810	0803	0.0803
<u>10</u>	Nurse Case Managers	0.3240	3212	0.3212
<u>11</u>	Supervising Social Worker <u>Supervisor</u>	0.0935	0927	0.0927
<u>12</u>	— Social Workers	0.3820	3784	0.3784
<u>13</u>	Social Services Case Manager	0.8580	8505	0.8505
<u>14</u>				
<u>15</u>	SUBTOTAL	1.7775	7617	1.7617
<u>16</u>				
<u>17</u>	TOTAL FTEs	1.8120	7885	1.7885
<u>18</u>				

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

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

23 E. BENEFITS COUNSELING

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

32 32. SCOPE OF SERVICES

33 //

34 a. General Benefits Counseling: CONTRACTOR shall provide Benefits Counseling
35 activities as follows:

36 1) Verify eligibility and provide services to individuals who meet Ryan White
37 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.

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

3) Provide consultation and advice regarding benefits programs;

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

5) Negotiate on the behalf of clients with benefits administration staff;

6) Refer to and coordinate with legal services in cases of judicial litigation.

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

1) Screen clients to determine eligibility for Ryan White, ~~Low Income Health Program (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.

~~43. UNITS OF SERVICE (Benefits Counseling) -~~ BENEFITS COUNSELING - CONTRACTOR shall, at a minimum, provide the following units of service. A session shall be fifteen (15) minutes in duration and shall consist of face-to-face ~~and/or phone~~ contact with a client to assist with benefits services.

	<u>PERIOD</u> <u>ONE</u> <u>Units of</u> <u>Service</u>	<u>PERIOD</u> <u>TWO</u> <u>Units of</u> <u>Service</u>
General Benefits Counseling		
15-minute session	1,500	<u>1,500</u>
Unduplicated clients	250	<u>1,500</u>
Eligibility Screening		
15-minute session	4,400	<u>4,400</u>
Unduplicated clients	500	<u>500</u>

~~5~~ 4. STAFFING - (Benefits Counseling) BENEFITS COUNSELING - CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full-Time Equivalents (FTEs), which shall be

equal to an average of forty (40) hours worked per week:

	<u>PERIOD ONE</u>	<u>PERIOD</u>
	<u>FTEs</u>	<u>TWO FTEs</u>
ADMINISTRATIVE STAFF		
Director – Finance and Operations	0.01350010	0.0010
Senior Staff -Accountant	0.01350010	0.0010
Accounting Clerk	0.01350010	0.0010
Staff Accountant	0.01350010	0.0010
Network Administrator	0.01350010	0.0010
Data Programmer	0.01350010	0.0010
Executive Assistant	0.00720006	0.0006
Executive Director	0.00720006	0.0006
SUBTOTAL	0.09540072	0.0072
DIRECT CARE STAFF		
Director of of Clinical Services	0.07960783	0.0783
Benefits Counselor I	1.59225664	1.5664
Social Services Case Managers	0.6767	
Eligibility Screener – Social – Services – Case	0.09957832	0.7832
Supervisor		
Social Services Case Managers – Eligibility	0.79616657	0.6657
Screener		
Director of Support – Social – Services – Case	0.03980979	0.0979
Supervisor		
SUBTOTAL	3.28391915	3.1915
TOTAL FTEs	3.37931987	3.1987

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, ~~in COUNTY's designated data system, and in writing in each client's file~~ 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:

	<u>Units of Service</u>	
Units of Nutritional Supplements	1,576	<u>1,576</u>
Unduplicated clients	214	<u>214</u>

b. A unit of service shall be thirty (30) cans or equivalent of high-calorie nutritional

1 supplements or a thirty (30)-day supply of multi-vitamin supplements.

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

	<u>PERIOD ONE</u>	<u>PERIOD</u>
	<u>FTEs</u>	<u>TWO FTEs</u>
ADMINISTRATIVE STAFF		
Director – Accounting Finance and Operations	0.00920081	0.0081
Finance Administrator Senior Accountant	0.00920081	0.0081
Accounting Clerk Data Manager	0.00920081	0.0081
Accounting Clerk Staff Accountant	0.00920081	0.0081
Network Administrator	0.00920081	0.0081
Data Programmer	0.0081	0.0081
Executive Assistant	0.01890102	0.0102
Executive Director	0.0005	0.0005
SUBTOTAL	0.06490593	0.0593
DIRECT CARE STAFF		
Director of Supportive Support Services	0.01700118	0.0118
Food Pantry Coordinator	0.17031185	0.1185
Director of Volunteer Services Coordinator	0.02270348	0.0348
SUBTOTAL	0.21001651	0.1651
TOTAL FTEs	0.27492244	0.2244

30 #

31 G. FOOD BANK SERVICES

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

37 2. ELIGIBILITY

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

- 3 1) Meet Ryan White eligibility requirements;
- 4 2) Are disabled;

5 //
6 3) Are living at or below one hundred fifty percent (150%) of the federal poverty
7 level; and

8 4) Are not eligible for food service benefits under other publicly-funded programs
9 (e.g. WIC, SNAP). CONTRACTOR shall refer clients who are eligible for other programs to case
10 management or benefits counseling to assist in applying for services through those programs.

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

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

14 3. SCOPE OF SERVICES

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

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

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

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

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

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

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

28 7) Make ~~Food Bank~~ food bank orders available to clients at all Orange County Ryan
29 White Act-funded agencies; and

30 b. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation
31 requirements, including development and implementation of a Quality Management Plan. Unless
32 modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for
33 Food Bank shall include the following:

34 1) Maintained or improved weight; and

35 2) Increased ability to take medications.

36 4//
37 //

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>Units of Service</u>	<u>Units of Service</u>
Food Orders	3,353 2,912	2,912
Unduplicated clients	370 321	321

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

	<u>PERIOD ONE FTEs</u>	<u>PERIOD TWO FTEs</u>
ADMINISTRATIVE STAFF		
Director – Accounting <u>Finance</u> and Operations	0.0188	0.0166
Senior Staff Accountant	0.0188	0.0166
Accounting Clerk	0.0188	0.0166
Staff Accountant	0.0188	0.0166
Network Administrator	0.0188	0.0166
Data Programmer	0.0188	0.0166
Executive Assistant	0.0094	0.0075
Executive Director	0.0002	0.0002
SUBTOTAL	0.1224 0.0940	0.0940
DIRECT CARE STAFF		
Director of Support Services	0.0508	0.0702
Director of Volunteer Services	0.0318	0.0236

<u>1</u>	Food Pantry Coordinator	0.1977	1171	0.1171
<u>2</u>	Driver Drivers	0.0318	0236	0.0236
<u>3</u>	SUBTOTAL	0.3121	2345	0.2345
<u>4</u>				
<u>5</u>	TOTAL FTEs	0.4345	3285	0.3285

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8 H. MENTAL HEALTH SERVICES

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

14 2. ELIGIBILITY

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

- 17 1) Meet Ryan White eligibility requirements;
- 18 2) Are living at or below three hundred percent (300%) of the Federal poverty level;

19 and

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

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

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

28 3. SCOPE OF SERVICES

29 a. CONTRACTOR shall provide access to mental health services to eligible populations.
30 Services must be consistent with Standards of Care for Mental Health provided by ADMINISTRATOR.

31 CONTRACTOR shall conduct the following activities:

32 1) Client Intake:

33 a) Perform client intake within five (5) business days of the client's referral or
34 initial client contact. Client intake shall include gathering of pertinent client information necessary to
35 establish the client's eligibility, demographic information, and information necessary for federal
36 reporting.

37 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; social support, emotional support, legal issues, education and employment, and spirituality.

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

3) ~~Individualized Treatment Plan (ITP):~~

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

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

4) Treatment Provision:

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

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

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

6) Service Closure:

a) Document service closure of client in client file.

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

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 Mental Health services will include the following:

1) Development of individual treatment plans;

2) Met goals stated in individual treatment plans; and

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

Survey.

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4. UNITS OF SERVICE - MENTAL HEALTH SERVICES

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>Units of Service</u>	<u>Units of Service</u>
One-on-One Counseling Units	1,250 450	1,450
Unduplicated clients <u>Clients</u>	119 134	134
Group Counseling Units	524	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. 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 ~~Full Time Equivalents (FTEs)~~, which shall be equal to an average of forty (40) hours worked per week:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>FTEs</u>	<u>FTEs</u>
<u>ADMINISTRATIVE STAFF</u>		
Director - Accounting <u>Finance</u> and Finance Administrator <u>Senior Accountant</u>	0.0214 0.0141	0.0141
Accounting Clerk <u>Data Manager</u>	0.0214 0.0141	0.0141
Staff Accountant <u>Accounting Clerk</u>	0.0214 0.0141	0.0141
Network Administrator	0.0214 0.0141	0.0141
<u>Data Programmer</u>	0.0141	0.0141

<u>1</u>	Executive Assistant	0.0372	0098	0.0098
<u>2</u>	<u>Executive Director</u>		0.0020	0.0020
<u>3</u>	SUBTOTAL	0.1442	0964	0.0964
<u>4</u>				
<u>5</u>	DIRECT CARE STAFF			
<u>6</u>	Director of Clinical Services	0.0372	0409	0.0409
<u>7</u>	Director of Mental Health <u>Services</u>	0.5000	5648	0.5648
<u>8</u>	Mental Health Counselors	2.5474	0.552	0.5524
<u>9</u>	SUBTOTAL	3.0846	1.158	1.1581
<u>10</u>				
<u>11</u>	TOTAL FTEs	3.2288	1.254	1.2545

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

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 ~~AIDS Drug Assistance Program (ADAP)~~ ADAP with no co-payment requirement; and
- 3) Are not covered by other funding sources.

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

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

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

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

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

5 c. Payments shall be made directly to pharmacies for drugs prescribed by a licensed
 6 medical provider. Requests for medication services under the program for Health Insurance
 7 Premium/Cost Sharing and Emergency Financial Assistance services must be submitted by the client
 8 within sixty (60) calendar days of receiving the medications.

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

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

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

20 g. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation
 21 requirements, including development and implementation of a Quality Management Plan. Unless
 22 modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for
 23 these services shall include the following:

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

26 4. UNITS OF SERVICE - HEALTH INSURANCE PREMIUM/COST SHARING AND
 27 EMERGENCY FINANCIAL ASSISTANCE FOR MEDICATIONS

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>Units of Service</u>	<u>Units of Service</u>
<u>Insurance Premium</u>		
<u>Payments</u>	14 <u>40</u>	<u>40</u>
<u>Unduplicated Clients</u>	<u>8</u>	<u>8</u>
<u>Co-Payment</u>		
<u>Payments</u>	17 <u>216</u>	<u>216</u>
<u>Unduplicated Clients</u>	<u>6</u>	<u>6</u>

<u>1</u>	<u>Medication Payments</u>		
<u>2</u>	Payments	112 56	<u>56</u>
<u>3</u>	Unduplicated Clients	33 38	<u>38</u>

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

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>FTEs</u>	<u>FTEs</u>
<u>12</u> ADMINISTRATIVE STAFF		
<u>13</u> Director – Accounting <u>Finance</u> and	0.0030 0079	<u>0.0079</u>
<u>14</u> Operations		
<u>15</u> Finance Administrator <u>Senior Accountant</u>	0.0030 0079	<u>0.0079</u>
<u>16</u> Accounting Clerk <u>Data Manager</u>	0.0030 0079	<u>0.0079</u>
<u>17</u> Staff Accountant <u>Accounting Clerk</u>	0.0030 0079	<u>0.0079</u>
<u>18</u> Network Administrator	0.0030 0079	<u>0.0079</u>
<u>19</u> Data Programmer	<u>0.0079</u>	<u>0.0079</u>
<u>20</u> Executive Assistant	<u>0.0039</u>	<u>0.0039</u>
<u>21</u> TOTAL	0.0150 0513	<u>0.0513</u>

23 J. HOME HEALTH CARE SERVICES

24 1. DEFINITION

25 a. Home Health Care – The provision of services in the home by licensed health care
26 workers, such as nurses, and the administration of specialized treatments and therapies based on a
27 written plan of care established by a licensed health care professional. Hospice services include room,
28 board, nursing care, counseling, physician services, and palliative therapeutics provided to clients in the
29 terminal stages of illness in a residential setting, including a non-acute-care section of a hospital that has
30 been designated and staffed to provide hospice services for terminal clients.
31

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

35 2. ELIGIBILITY

- 36 a. Contractor shall verify eligibility and provide services to individuals who:
- 37 1) Meet Ryan White eligibility requirements;

- 1) Are in a Case Management program with, at minimum, regular consultations with a Nurse Case Manager, unless otherwise specified by a physician;
- 2) Are living at or below three hundred percent (300%) of federal poverty level;
- 3) 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
- 4) 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, ~~in the COUNTY’s designated data system, and in writing in each client’s file~~ on forms provided or approved by ADMINISTRATOR. CONTRACTOR shall also ensure that documentation of the client’s eligible condition is made on the nursing assessment.

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

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

1 by a Registered Nurse or a Licensed Vocational Nurse, and the services shall be within the scope of
 2 practice of the California Nurse Practice Act.

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

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

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

22 c. CONTRACTOR shall comply with ADMINISTRATOR’s program evaluation
 23 requirements, including development and implementation of a Quality Management Plan. Unless
 24 #
 25 modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for
 26 these services shall include adherence to treatment plan as directed by physician.

27 4. UNITS OF SERVICE - HOME HEALTH CARE SERVICES

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>Units of Service</u>	<u>Units of Service</u>
Certified Nursing Attendant Visits	5,139,788	5,788
Unduplicated Clients	3035	35
Homemaker Visits	400	400
Unduplicated Clients	5	5
Specialized Care Visit	20	20
Unduplicated Clients	10	10

<u>1</u>	DME Item	132	<u>132</u>
<u>2</u>	Unduplicated Clients	33	<u>33</u>
<u>3</u>	Professional Nursing Visits	33 14	<u>14</u>
<u>4</u>	Unduplicated Clients	7 3	<u>3</u>

- 5
- 6 b. One (1) CNA unit of service shall equal one hour of care provided by a CNA.
- 7 c. One (1) Homemaker unit of service shall equal one hour of service provided by a
- 8 Homemaker.
- 9 d. One (1) Specialized Care unit of service shall equal one visit.
- 10 e. One (1) DME unit of service shall equal one DME item.
- 11 f. One (1) Professional Nursing unit of service shall equal one visit of care provided by an RN.

12 5. STAFFING - HOME HEALTH CARE SERVICES

13 a. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in ~~Full~~

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
<u>16</u>		
<u>17</u>	<u>FTEs</u>	<u>FTEs</u>
<u>18</u>	ADMINISTRATIVE STAFF	
<u>19</u>	Director – Accounting Finance and	0. 0290 0258
<u>20</u>	Finance Administrator Senior Accountant	0. 0290 0258
<u>21</u>	Data Manager Accounting Clerk	0. 0290 0258
<u>22</u>	Staff Accountant Accounting Clerk	0. 0290 0258
<u>23</u>	Network Administrator	0. 0290 0258
<u>24</u>	Data Programmer	0.0258
<u>25</u>	Executive Assistant	0. 0290 0033
<u>26</u>	TOTAL	0. 1740 1581

- 27 #
- 28 b. CONTRACTOR shall ensure that:
 - 29 1) Paraprofessional services are provided by a homemaker, a home-health aide, a
 - 30 nurse assistant certified by the State of California, or an individual who has successfully completed a
 - 31 minimum of forty (40) hours of orientation and training in providing personal care services;
 - 32 2) Registered Nurses providing care possess a current California license, and have
 - 33 experience and/or education demonstrating knowledge of techniques and principles of home-health care.

34 K. MEDICAL TRANSPORTATION SERVICES – VAN AND TAXI RIDES

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

1 a. CONTRACTOR shall verify eligibility and provide Medical Transportation Van and
2 Taxi rides to individuals who:

- 3 1) Meet Ryan White eligibility requirement;
- 4 2) Are living at or below ~~three~~one hundred fifty percent (~~300~~150%) of the Federal
5 poverty level; and
- 6 3) Have medical transportation needs that cannot be met through bus passes or
7 ACCESS coupons; or
- 8 4) Are not eligible for medical transportation services under health insurance
9 coverage or other funding source. CONTRACTOR shall refer clients who are eligible for other
10 programs to case management or benefits counseling to assist in applying for services through those
11 programs.

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

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

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16 3. SCOPE OF SERVICES - MEDICAL TRANSPORTATION SERVICES

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

- 20 1) Conduct client intake to gather necessary information and provide client with
21 information regarding client's rights and services.
- 22 2) Assess the client's needs to determine best mode of transportation;
- 23 3) Schedule client rides and contact clients with confirmation;
- 24 4) Maintain current records of client's name, date of trip, purpose of trip, and services
25 provided;
- 26 5) Enroll all transportation staff in the DMV Pull Notice Program;
- 27 6) Conduct quarterly safety reviews with staff drivers;
- 28 #
- 29 7) Comply with applicable California laws and regulations pertaining to safety
30 inspections;
- 31 8) Schedule and maintain records of all vehicle maintenance.

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

34 c. The most cost-effective means of transportation that meets client's needs shall be
35 utilized. Clients whose medical transportation needs may be met by using bus passes or ACCESS
36 coupons shall receive those services through case management or client advocacy services. Taxi rides
37 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)~~ - MEDICAL TRANSPORTATION SERVICES - CONTRACTOR shall provide the following services:

	<u>PERIOD ONE</u> Units of Service	<u>PERIOD TWO</u> Units of Service
Unduplicated Clients	159 130	130
One-Way Van Trips	1,834 500	<u>1,500</u>
One-Way Taxi Trips	594 486	<u>486</u>

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

ADMINISTRATIVE STAFF	<u>FTEs</u>	<u>FTEs</u>
Director - Accounting <u>Finance</u> and Operations	0.0062 00 54	<u>0.0054</u>
Senior Staff Accountant	0.0062 00 54	<u>0.0054</u>
Accounting Clerk	0.0062 00 54	<u>0.0054</u>
Staff Accountant	0.0062 00 54	<u>0.0054</u>
Network Administrator	0.0062 00 54	<u>0.0054</u>
Data Programmer	0.0062 00 54	<u>0.0054</u>
Executive Assistant	0.0079 00 69	<u>0.0069</u>
Executive Director	0.0007 00 06	<u>0.0006</u>

<u>1</u>	SUBTOTAL	0.045803	<u>0.00399</u>
<u>2</u>			<u>99</u>
<u>3</u>			
<u>4</u>	DIRECT CARE STAFF		
<u>5</u>	Director of Support Services <u>Service</u>	0.1575	<u>0.1556</u>
<u>6</u>			<u>1556</u>
<u>7</u>	Transportation Supervisor	0.4669	<u>0.4612</u>
<u>8</u>			<u>4612</u>
<u>9</u>	Drivers	0.8871	<u>0.8762</u>
<u>10</u>			<u>8762</u>
<u>11</u>	SUBTOTAL	1.5115	<u>1.4930</u>
<u>12</u>			<u>1.4930</u>
<u>13</u>			
<u>14</u>	TOTAL FTEs	1.557353	<u>1.5329</u>
<u>15</u>			<u>29</u>

L. QM ~~L. QUALITY MANAGEMENT (QM)~~ PLAN

1. CONTRACTOR shall participate in QM activities including, but not limited to, trainings, development of standards of care, peer reviews, and the establishment of countywide goals and objectives. —Unless modified by agreement of ADMINISTRATOR and CONTRACTOR, CONTRACTOR shall develop and submit to ADMINISTRATOR a written QM Plan signed by CONTRACTOR’s authorized representative ~~within sixty (60) calendar days of the execution of this Agreement~~ on February 2, 2015. CONTRACTOR shall participate in the ~~Quality Management (QM)~~ activities established by ADMINISTRATOR and shall adhere to the standards set forth by the countywide Ryan White QM Committee.

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

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