

AGREEMENT FOR PROVISION OF
HIV SERVICES
BETWEEN
COUNTY OF ORANGE
AND

AIDS SERVICES FOUNDATION ORANGE COUNTY
MARCH 1, ~~2010~~2011 THROUGH FEBRUARY ~~28, 2011~~29, 2012

THIS AGREEMENT entered into this 1st day of March ~~2010~~2011, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and AIDS SERVICES FOUNDATION ORANGE COUNTY, a California nonprofit corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

WITNESSETH:

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: -March 1, ~~2010~~2011 through February ~~28, 2011~~29, 2012

Maximum Obligation: \$~~1,611,149~~1,528,245

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>
Comprehensive General Liability with broad form property <u>Property</u> damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate <u>Aggregate</u>
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

I. ALTERATION OF TERMS

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

II. ASSIGNMENT OF DEBTS

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

III. COMPLIANCE

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

1. ADMINISTRATOR shall ~~provide~~ ensure that CONTRACTOR ~~with a copy of~~ is made aware of the relevant ~~HCA Policies and Procedures~~ policies and procedures relating to ~~the~~ ADMINISTRATOR's Compliance Program.

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

B. 3. CONTRACTOR has the option to adhere to ~~HCA's~~ ADMINISTRATOR's Compliance Program or establish its own.

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

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

6. Upon approval of CONTRACTOR's Compliance Program by ~~HCA's~~ ADMINISTRATOR's

1 Compliance Officer, CONTRACTOR shall ensure that its employees, subcontractors, interns,
 2 volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered
 3 Individuals") relative to this Agreement are made aware of CONTRACTOR's ~~Policies and~~
 4 ~~Procedures~~ Compliance Program and related policies and procedures.

5 ~~47.~~ Failure of CONTRACTOR to submit its Compliance Program, ~~Code of Conduct,~~ and
 6 relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure
 7 such breach within sixty (60) calendar days of such notice from ~~ADMINISTRATOR~~ ADMINISTRATOR
 8 shall constitute grounds for termination of this Agreement as to the non-complying party.

9 ~~C.B.~~ CODE OF CONDUCT - ~~Under the direction of the HCA Office of~~
 10 ~~Compliance,~~ ADMINISTRATOR has developed a Code of Conduct for adherence by ~~all~~
 11 ~~HCA~~ ADMINISTRATOR's employees and contract providers ~~has been developed.~~

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

14 2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and
 15 members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")
 16 relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

17 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or
 18 establish its own.

19 4. If CONTRACTOR elects to ~~adhere to HCA Compliance Program, then~~ have its own Code
 20 of Conduct, then it shall submit a copy of its Code of Conduct to ADMINISTRATOR within thirty (30)
 21 calendar days of award of this Agreement.

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

25 6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR,
 26 CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of
 27 Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this
 28 Agreement are made aware of CONTRACTOR's Code of Conduct.

29 7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then
 30 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that
 31 CONTRACTOR shall comply with ~~the "HCA Contractor~~ ADMINISTRATOR's Code of Conduct."

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

36 ~~D.~~ C. COVERED INDIVIDUALS - CONTRACTOR shall screen all Covered Individuals
 37 employed or retained to provide services related to this Agreement to ensure that they are not designated

1 as "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General
 2 Services Administration's List of Parties Excluded from Federal Programs and the Health and Human
 3 Services/Office of Inspector General List of Excluded Individuals/Entities.

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

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

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

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

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

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

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

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

33 ED. REIMBURSEMENT STANDARDS

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

37 2. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for

1 payment or reimbursement of any kind.

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

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

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

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

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

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

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

19
20 **IV. CONFIDENTIALITY**

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

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

28 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
29 consents for the release of information from all persons served by CONTRACTOR pursuant to this
30 Agreement. -Such consents shall be obtained by CONTRACTOR in accordance with California Civil
31 Code, Division 1, Part 2.6 relating to Confidentiality of Medical Information.

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

35 B. Prior to providing any services pursuant to this Agreement, all CONTRACTOR members of the
36 Board of Directors or its designee or authorized agent, employees, consultants, subcontractors,
37 volunteers and interns shall agree, in writing, with CONTRACTOR to maintain the confidentiality of

1 any and all information and records which may be obtained in the course of providing such services.
 2 The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations
 3 of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
 4 consultants, subcontractors, volunteers and interns.

6 **V. COST REPORT**

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

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

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

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

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

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

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

1 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
2 less applicable revenues and late penalty, not to exceed ~~the applicable~~ COUNTY's Maximum Obligation
3 as set forth on Page 34 of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY
4 which are not reimbursable pursuant to applicable federal, state and county laws, regulations and
5 requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined
6 to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to
7 COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission
8 of the Cost Reports or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount
9 not to exceed the reimbursement due COUNTY.

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

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

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

23
24 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
25 supporting documentation prepared by _____ for the cost report period
26 beginning _____ and ending _____ and that, to the best of my
27 knowledge and belief, costs reimbursed through this Agreement are reasonable and
28 allowable and directly or indirectly related to the services provided and that this Cost
29 Report is a true, correct, and complete statement from the books and records of
30 (provider name) in accordance with applicable instructions, except as noted. I also
31 hereby certify that I have the authority to execute the accompanying Cost Report.

32
33 Signed _____
34 Name _____
35 Title _____
36 Date _____"

37 //

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

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

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

VII. EMPLOYEE ELIGIBILITY VERIFICATION

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

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VIII. EQUIPMENT

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

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

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

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

~~D. For Loaned Equipment,~~ E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting ~~any~~ periodic physical inventories of Loaned Equipment ~~that ADMINISTRATOR may require.~~ EQUIPMENT shall be tagged with a COUNTY issued tag. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned Equipment to COUNTY.

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

G. Unless this Agreement is followed without interruption by another agreement between the

1 parties for substantially the same type and scope of services, at the termination of this Agreement for
2 any cause, CONTRACTOR shall return to COUNTY all Loaned Equipment purchased with funds paid
3 through this Agreement.

4 //

5 **IX. FACILITIES, PAYMENTS AND SERVICES**

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

11
12 **X. INDEMNIFICATION AND INSURANCE**

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

23 B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall
24 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance
25 covering its operations as specified on Page ~~34~~ of this Agreement.

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

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

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

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

35 D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be
36 mailed to COUNTY as referenced on Page ~~34~~ of this Agreement.

37 E. All insurance policies required by this contract shall waive all rights of subrogation against the

1 County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers,
2 agents and employees when acting within the scope of their appointment or employment.

3 **XI. INSPECTIONS AND AUDITS**

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

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

17 C. AUDIT RESPONSE

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

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

30 D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare ~~and file~~
31 ~~with an annual Single Audit as required by OMB 133. CONTRACTOR shall forward the Single Audit~~
32 ~~to ADMINISTRATOR, an annual, independent, organization-wide audit~~ within fourteen (14) calendar
33 ~~days of related expenditures during the term of this Agreement~~ receipt.

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

//

XII. LICENSES AND LAWS

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

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

1. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS Treatment Modernization Act of ~~2006~~2009.

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

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

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

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

~~6. 24 CFR Parts 42 and 570.606.~~

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

~~8. 42 CFR, Public Health.~~

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

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

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

~~12. 45 CFR Part 76, Drug Free Work Place.~~

~~13. California Code of Regulations, Title 22.~~

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

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

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

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

4. The American Recovery & Reinvestment Act (ARRA) of 2009.

- 1 5. The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101 et seq.).
- 2 6. AIDS Housing Opportunity Act (42 U.S.C.A. 12901 et seq.).
- 3 7. Title 24, Subtitle B, Chapter 5, Subchapter C, CFR Part 574, Housing Opportunities for
- 4 Persons with AIDS.
- 5 8. 24 CFR Parts 42 and 570.606.
- 6 9. 25 CFR Part 85, Common Rule to the Community Development Block Grant Entitlement
- 7 Program.
- 8 10. 42 CFR, Public Health.
- 9 11. Public Law 103-227, Pro-Children Act of 1994.
- 10 12. State of California Penal Code Section 11164, et seq., Child Abuse and Neglect Reporting.
- 11 13. State of California Welfare and Institutions Code Section 15600, et seq., Abuse of the
- 12 Elderly and Dependent Adults.
- 13 14. 45 CFR Part 76, Drug Free Work Place.
- 14 15. California Code of Regulations, Title 22.
- 15 16. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy
- 16 Statement.
- 17 17. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A-122 and
- 18 A-133.

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 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
33 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
34 Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and
35 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
36 grounds for termination of this Agreement.

37 3. It is expressly understood that this data will be transmitted to governmental agencies

1 | charged with the establishment of child support orders, or as permitted by federal and/or state statute.

3 | **XIII. LITERATURE**

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

9 | **XIV. MAXIMUM OBLIGATION**

10 | A. The Maximum Obligation of COUNTY for services provided in accordance with this
11 | Agreement is as specified on Page 34 of this Agreement.

12 | B. ADMINISTRATOR may increase the Maximum Obligation by an amount not to exceed ten
13 | percent (10%)%, or decrease the Maximum Obligation in accordance with the Budget paragraph of
14 | Exhibit A to this Agreement.

15 | //

16 | **XV. NONDISCRIMINATION**

17 | A. EMPLOYMENT

18 | 1. During the performance of this Agreement, CONTRACTOR shall ensure that applicants are
19 | employed, and that employees are treated during not unlawfully discriminate against any employee or
20 | applicant for employment, without regard to their because of his/her ethnic group identification, race,
21 | religion, ancestry, color, creed, ~~color~~, sex, marital status, national origin, age (40 and over), sexual
22 | preference orientation, medical condition, or physical or mental disability. ~~Such action shall include, but~~
23 | ~~not be limited to the following: employment, upgrade~~ CONTRACTOR shall warrant that the evaluation
24 | and treatment of employees and applicants for employment are free from discrimination in the areas of
25 | employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or
26 | termination; rate of pay or other forms of compensation; and selection for training, including
27 | apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for
28 | employment, notices from ADMINISTRATOR and/or the United States Equal Employment
29 | Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

36 | 3. Each labor union or representative of workers with which CONTRACTOR has a collective
37 | bargaining agreement or other contract or understanding must post a notice advising the labor union or

1 workers' representative of the commitments under this Nondiscrimination paragraph and shall post
2 copies of the notice in conspicuous places available to employees and applicants for employment.

3 B. SERVICES, BENEFITS AND FACILITIES - CONTRACTOR shall not discriminate in the
4 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
5 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age
6 (40 and over), sexual ~~preference~~orientation, medical condition, or physical or mental disability in
7 accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C.A.§2000d) and all other pertinent
8 rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
9 regulations, as all may now exist or be hereafter amended or changed.

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

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

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

- 26 a. In those cases where the client's complaint is filed initially with the Office for Civil
27 Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request
28 COUNTY to conduct the investigation.
- 29 b. Within the time limits procedurally imposed, the complainant shall be notified in
30 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
31 an appeal with the Office for Civil Rights.

32 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of
33 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in
34 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101 et seq.),
35 pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs
36 or activities, as they exist now or may be hereafter amended together with succeeding legislation.

37 D. RETALIATION - Neither CONTRACTOR, nor its employees or agents shall intimidate, coerce

1 or take adverse action against any person for the purpose of interfering with rights secured by federal or
2 state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in
3 an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by
4 federal or state law.

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

9
10 **XVI. NOTICES**

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

- 13 1. When written and deposited in the United States mail, first class postage prepaid and
14 addressed as specified on Page 34 of this Agreement or as otherwise directed by ADMINISTRATOR;
15 2. When faxed, transmission confirmed;
16 3. When sent by electronic mail; or
17 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
18 Service, or other expedited delivery service.

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

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

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

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

31 #

32 **XVII. NOTIFICATION OF DEATH**

33 A. NON-TERMINAL ILLNESS DEATH

34 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon
35 becoming aware of the death due to non-terminal illness of any person served hereunder ~~or served~~
36 ~~within the previous twelve (12) months~~; provided, however, weekends and holidays shall not be
37 included for purposes of computing the time within which to give telephone notice and, notwithstanding

1 the time limit herein specified, notice need only be given during normal business hours.

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

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

7 **B. TERMINAL ILLNESS DEATH**

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

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

18
19 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

23 B. CONTRACTOR shall notify ADMINISTRATOR at least ten (10) ~~working~~business days in
24 advance of any applicable public event or meeting. The notification must include the date, time,
25 duration, location and purpose of public event or meeting. Any promotional materials or event related
26 flyers must be approved by ADMINISTRATOR prior to distribution.

27
28 **XIX. RECORDS MANAGEMENT ~~AND~~ AND MAINTENANCE**

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

32 1. California Code of Regulation Title 22, ~~Chapter 7, Article 6, §§~~70751(c), 71551(c),
33 73543(a), 74731(a), 75055 ~~—Retention of records by outpatient medical facilities~~(a), 75343(a), and
34 77143(a).

35 2. ~~45 CFR, HIPAA Privacy Rule (Designated Record Set)~~State of California, Department of
36 Alcohol and Drug Programs Reporting System (ASRS) manual.

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

1 manual.

2 4. State of California, Health and Safety Code §~~123100—123149.~~123145.

3 5. 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

4 B. CONTRACTOR shall implement and maintain administrative, technical and physical
5 safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or
6 unintentional use or disclosure of PHI in violation of the Health Insurance Portability and
7 Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies
8 (see COUNTY HIPAA P&P 1-2). CONTRACTOR shall mitigate to the extent practicable, the known
9 harmful effect of any use or disclosure of protected health information made in violation of federal or
10 state regulations and/or COUNTY policies.

11 C. CONTRACTOR's patient records shall be maintained in a secure manner. CONTRACTOR
12 shall maintain patient records and must establish and implement written record management procedures.

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

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

18 ~~F.~~ F. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the
19 definition of medical records and identified this new record set as a Designated Record Set (DRS).
20 CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients,
21 participants and patients be provided the right to access or receive a copy of their DRS and/or request
22 addendum to their records. 45 CFR §164.501, defines DRS as a group of records maintained by or for a
23 covered entity that is:

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

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

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

37 G. CONTRACTOR may be required to pay any costs associated with a breach of privacy

1 and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR
2 shall pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

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

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

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

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

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

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

21 //

22 **XX. REVENUE**

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

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

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

37 D. OTHER REVENUES - CONTRACTOR shall charge for services, supplies, or facility use by

1 persons other than individuals or groups eligible for services pursuant to this Agreement.

2
3 **XXI. SEVERABILITY**

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

9 #

10 **XXII. SPECIAL PROVISIONS**

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

- 13 1. Purchasing or improving land, including constructing or permanently improving any
14 building or facility, except for tenant improvements.
- 15 2. Providing inpatient hospital services or purchasing major medical equipment.
- 16 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
17 funds (matching).
- 18 4. Making cash payments to intended recipients of services through this Agreement.
- 19 5. Contracting or subcontracting with any entity other than an individual or nonprofit entity,
20 unless no non-profit is able and willing to provide such services.
- 21 6. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
22 and reports in compliance with this requirement pursuant to Title 31, U.S.C.A, Section 1352
23 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial
24 transactions).
- 25 7. Supplanting current funding for existing services.
- 26 8. Fundraising.
- 27 9. Payment of home mortgages; direct maintenance expense (tires, repairs, etc.) of a privately
28 owned vehicle or any other cost associated with a vehicle, such as lease or loan payments, insurance, or
29 license and registration fees; payment of local or state personal property taxes (for residential property,
30 private automobiles, or any other personal property against which taxes may levied). This restriction
31 does not apply to vehicles operated by organizations for program purposes.
- 32 10. To meet professional licensure or program licensure requirements.
- 33 11. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
34 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 35 12. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
36 subcontractors, or members of the Board of Directors or its designee or authorized agent, or making
37 salary advances or giving bonuses to CONTRACTOR's staff.

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

3 14. Paying an individual salary or compensation for services at a rate in excess of the salary
4 schedule specified by ADMINISTRATOR per the Agreement's funding source.

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

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

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

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

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

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

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

19 //

20 **XXIII. STATUS OF CONTRACTOR**

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

32 **XXIV. TERM**

33
34 The term of this Agreement shall commence and terminate as specified on Page 34 of this
35 Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however,
36 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,
37 including but not limited to, obligations with respect to confidentiality, indemnification, audits,

1 reporting and accounting.

3 **XXV. TERMINATION**

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

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

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

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

26 **D. CONTINGENT FUNDING**

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

34 E. In the event this Agreement is terminated prior to the completion of the term as specified on
35 Page 34 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum
36 Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

37 F. ~~After~~ In the event this Agreement is terminated by either party, after receiving a Notice of

1 Termination CONTRACTOR shall do the following:

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

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

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

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

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

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

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

21 8. Provide written notice of termination of services to each client being served under this
22 Agreement, within fifteen (15) calendar days of receipt of Termination Notice by ADMINISTRATOR.
23 A copy of the notice of termination of services to each client must also be provided to
24 ADMINISTRATOR within the fifteen (15) calendar day period.

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

27
28 **XXVI. THIRD PARTY BENEFICIARY**

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

31
32 **XXVII. WAIVER OF DEFAULT OR BREACH**

33 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
34 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
35 Agreement shall not be considered a waiver of any subsequent breach. Waiver [by COUNTY] of any
36 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
37 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
9

10
11 COUNTY OF ORANGE
12

13 BY: _____ DATED: _____
14

15 CHAIR OF THE BOARD OF SUPERVISORS
16

17 SIGNED AND CERTIFIED THAT A COPY
18 OF THIS DOCUMENT HAS BEEN DELIVERED
19 TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
20 ATTEST:
21

22 _____ DATED: _____
23

24 DARLENE J. BLOOM
25 Clerk of the Board of Supervisors
26 Orange County, California

27 APPROVED AS TO FORM
28 OFFICE OF THE COUNTY COUNSEL
29 ORANGE COUNTY, CALIFORNIA
30

31 BY: _____ DATED: _____
32

33 DEPUTY

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.

EXHIBIT A
TO AGREEMENT FOR PROVISION OF HIV SERVICES WITH
AIDS SERVICES FOUNDATION ORANGE COUNTY
MARCH 1, ~~2010~~2011 THROUGH FEBRUARY ~~28, 2011~~
29, 2012

I. ASSURANCES
ASSURANCES

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

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

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

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

~~— D. Assure that contract funds are used as payer~~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

1 official federal poverty level, CONTRACTOR may charge client fees based on a schedule of charges
 2 approved by the ADMINISTRATOR. CONTRACTOR may not charge client fees without an approved
 3 fee schedule that complies with Ryan White Act legislative intent.

4 3. In the case of individuals with an income greater than one hundred percent (100%) of the
 5 official federal poverty level and not exceeding two hundred percent (200%) of such poverty level,
 6 CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding five percent
 7 (5%) of the annual gross income of the individual involved.

8 4. In the case of individuals with an income greater than two hundred percent (200%) of the
 9 official federal poverty level and not exceeding three hundred percent (300%) of such poverty line,
 10 CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding seven percent
 11 (7%) of the annual gross income of the individual involved.

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

15
 16 **II. BUDGET**

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

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

22 **1. Medical Case Management Services**

23 **ADMINISTRATIVE COSTS**

24	Salaries	\$ 30,614 29,730
25	Benefits	7,041 005
26	Operating Expenses	
27	Travel/Transportation	0
28	Equipment	0
29	Facility and Operations	6,512 7,209
30	Communications	403 195
31	Professional Service	-220 1,223
32	SUBTOTAL	\$ 44,790 45,362

33
 34 **DIRECT CARE COSTS**

35	Salaries	\$383,001 \$423,959
36	Benefits	88,090 97,511
37	Operating Expenses	

1	Travel/Transportation		3,773	<u>2,667</u>
2	Equipment			0
3	Facility and Operations		54,240	<u>64,887</u>
4	Communications		4,515	<u>2,340</u>
5	Professional Service		2,906	<u>3,100</u>
6	SUBTOTAL	Client	Medical	536,525 <u>12,059</u>
7	<u>Transportation</u>			
8	SUBTOTAL			<u>\$606,523</u>
9				
10	TOTAL COSTS		\$581,315	<u>\$651,885</u>
11	#			
12	2. Non-Medical Case Management Services and Client Advocacy			
13	ADMINISTRATIVE COSTS			
14	Salaries		\$ 16,550	<u>6,538</u>
15	Benefits		3,807	<u>1,904</u>
16	Operating Expenses			
17	Travel/Transportation			0
18	Equipment			0
19	Facility and Operations		3,614	<u>1,807</u>
20	Communications		217	<u>108</u>
21	Professional Service		119	<u>60</u>
22	SUBTOTAL		\$ 24,307	<u>10,417</u>
23				
24	DIRECT CARE COSTS			
25	Salaries		\$166,039	<u>\$ 62,896</u>
26	Benefits		38,189	<u>14,446</u>
27	Operating Expenses			
28	Travel/Transportation		1,273	<u>200</u>
29	Equipment			0
30	Facility and Operations		33,986	<u>7,593</u>
31	Communications		2,672	<u>1,004</u>
32	Professional Service		1,987	<u>944</u>
33	SUBTOTAL	Client	Medical	244,146 <u>5,285</u>
34	<u>Transportation</u>			
35	SUBTOTAL			<u>\$ 92,368</u>
36				
37	TOTAL COSTS		\$268,453	<u>\$102,785</u>

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3. MAI Case Management

ADMINISTRATIVE COSTS

Salaries	\$ 3,366
Benefits	774
Operating Expenses	
Travel/Transportation	0
Equipment	0
Facility and Operations	1,057
Communications	41
Professional Service	<u>23</u>
SUBTOTAL	\$ 5,261

DIRECT CARE COSTS

Salaries	\$ 96,150 97,952
Benefits	22,115 21,502
Operating Expenses	
Travel/Transportation	849 725
Equipment	0
Facility and Operations	16,789 13,180
Communications	1,383 400
Professional Service	1,317 980

SUBTOTAL	\$138,603	4,226
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Transportation

SUBTOTAL	\$138,965
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TOTAL COSTS	\$143,864	\$144,226
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4.	Nutritional Supplements	<u>Benefits Counseling</u>	
	ADMINISTRATIVE COSTS		
	Salaries		\$ 3,242 <u>1,050</u>
	Benefits		746 <u>242</u>
	Operating Expenses		
	Travel/Transportation		0
	Equipment		0
	Facility and Operations		596 <u>160</u>
	Communications		47 <u>81</u>
	Professional Service		<u>26</u> <u>45</u>
	SUBTOTAL		\$ 4,657 <u>1,578</u>
	DIRECT CARE COSTS		
	Salaries		\$ 3,267 <u>\$60,214</u>
	Benefits		751 <u>11,650</u>
	Operating Expenses		
	Travel/Transportation		0
	Equipment		0
	Facility and Operations		1,662 <u>723</u>
	Communications		151 <u>755</u>
	Professional Service		83 <u>80</u>
	— Nutritional		47,013 <u>73,422</u>
	Supplements	<u>SUBTOTAL</u>	
		<u>SUBTOTAL</u>	\$52,927
		<u>TOTAL COSTS</u>	<u>\$75,000</u>
		TOTAL COSTS	\$57,584

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5. ~~Food Bank Services~~ Nutritional Supplements

ADMINISTRATIVE COSTS

Salaries	\$ 4,716 <u>3,903</u>
Benefits	1,085 <u>898</u>
Operating Expenses	
Travel/Transportation	0
Equipment	0
Facility and Operations	1,014 <u>520</u>
Communications	67 <u>23</u>
Professional Service	37 <u>143</u>
SUBTOTAL	\$ 6,919 <u>5,487</u>

DIRECT CARE COSTS

Salaries	\$ 20,723 <u>3,961</u>
Benefits	4,766 <u>911</u>
Operating Expenses	
Travel/Transportation	0
Equipment	0
Facility and Operations	8,467 <u>571</u>
Communications	596 <u>28</u>
Professional Service	326 <u>176</u>

~~Food Expenses~~ Nutritional ~~70,271~~ 46,450

Supplements

~~Non-Food Expenses~~ SUBTOTAL

~~496~~ \$52,097

~~SUBTOTAL~~ \$105,645

TOTAL COSTS \$57,584

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1	6. Food Bank Services	
2	TOTAL ADMINISTRATIVE COSTS	\$112,564
3	Salaries	\$ 4,150
4	Benefits	955
5	Operating Expenses	
6	Travel/Transportation	0
7	Equipment	0
8	Facility and Operations	892
9	Communications	59
10	Professional Service	33
11	SUBTOTAL	\$ 6,089
12		
13	DIRECT CARE COSTS	
14	Salaries	\$ 18,236
15	Benefits	4,194
16	Operating Expenses	
17	Travel/Transportation	0
18	Equipment	0
19	Facility and Operations	7,451
20	Communications	524
21	Professional Service	286
22	Food Expenses	61,784
23	Non-Food Expenses	436
24	SUBTOTAL	\$ 92,911
25		
26	TOTAL COSTS	\$99,000
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1	6. Mental Health Services		
2	ADMINISTRATIVE COSTS		
3	Salaries	\$ 7,225	
4	Benefits	1,662	
5	Operating Expenses		
6	Travel/Transportation	0	
7	Equipment	0	
8	Facility and Operations	2,178	
9	Communications	104	
10	Professional Service	<u>57</u>	
11	SUBTOTAL	\$ 11,226	
12			
13	DIRECT CARE COSTS		
14	Salaries	\$ 76,056 <u>83,030</u>	
15	Benefits	15,851 <u>17,248</u>	
16	Operating Expenses		
17	Travel/Transportation	372 <u>340</u>	
18	Equipment	0	
19	Facility and Operations	27,496 <u>21,700</u>	
20	Communications	2,351 <u>1,040</u>	
21	Professional Service	1,286 <u>150</u>	
22	Subcontractor	1,636 <u>540</u>	
23	SUBTOTAL	\$ 125 <u>127,048</u>	
24			
25	TOTAL COSTS	\$ 136 <u>138,274</u>	
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7. Health Insurance Premium/Cost Sharing and Emergency Financial Assistance for Medications

ADMINISTRATIVE COSTS

Salaries	\$ 849
Benefits	194 <u>188</u>
Operating Expenses	
Travel/Transportation	0
Equipment	0
Facility and Operations	135
Communications	12
Professional Service	<u>6</u>
SUBTOTAL	\$ 1,190

DIRECT CARE COSTS

Salaries	\$ 0
Benefits	0
Operating Expenses	0
Travel/Transportation	0
Equipment	0
Facility and Operations	0
Communications	0
Medical/ Insurance Payments	10,935
SUBTOTAL Specialty Payments	\$10,935 <u>5,000</u>
<u>SUBTOTAL</u>	<u>\$15,935</u>
TOTAL COSTS	\$12,125
<u>TOTAL COSTS</u>	<u>\$17,125</u>

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1	8. Home Health Care Services		
2	ADMINISTRATIVE COSTS		
3	Salaries	\$ 8,775	<u>7,382</u>
4	Benefits	2,018	<u>1,406</u>
5	Operating Expenses		
6	Travel/Transportation		0
7	Equipment		0
8	Facility and Operations	1,431	<u>288</u>
9	Communications	125	<u>113</u>
10	Professional Service		<u>6861</u>
11	SUBTOTAL	\$ 12,417	<u>10,250</u>
12			
13	DIRECT CARE COSTS		
14	Salaries	\$	0
15	Benefits		0
16	Operating Expenses		0
17	Travel/Transportation		0
18	Equipment		0
19	Facility and Operations		0
20	Communications		0
21	Professional Service	107,383	<u>98,018</u>
22	Specialized Care/DME	15,200	<u>9,232</u>
23	SUBTOTAL	\$122,583	<u>\$107,250</u>
24			
25	TOTAL COSTS	\$135,000	<u>\$117,500</u>
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9. **Medical Transportation Services**

ADMINISTRATIVE COSTS

Salaries	\$	10,866	<u>8,678</u>
Benefits		2,499	<u>1,996</u>
Operating Expenses			
Travel/Transportation			0
Equipment			0
Facility and Operations		2,576	<u>1,428</u>
Communications		154	<u>38</u>
Professional Service			<u>84</u>
SUBTOTAL	\$	16,179	<u>12,196</u>

DIRECT CARE COSTS

Salaries	\$		43,663
Benefits			10,042
Operating Expenses			
Travel/Transportation			0
Equipment			0
Facility and Operations		41,336	<u>16,812</u>
Communications		3,396	<u>1,380</u>
Professional Service		2,103	<u>1,890</u>
Transportation Services		41,759	<u>33,313</u>
Vehicle Maintenance		5,492	<u>571</u>
SUBTOTAL	\$	147,791	<u>112,671</u>

TOTAL COST \$ ~~163,970~~ 124,867

10. **TOTAL CONTRACT COSTS** ~~\$1,611,149~~ \$1,528,245

B. CONTRACTOR shall submit a budget revision request to ADMINISTRATOR to request budget changes hereafter. The budget revision request shall be on a form approved by or provided by ADMINISTRATOR.

C. CONTRACTOR's cumulative total costs shall be evaluated monthly and compared to the target 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. In the event CONTRACTOR's costs are ten percent (10%) or more below the target; and CONTRACTOR's plan is not acceptable to

1 ADMINISTRATOR, or CONTRACTOR fails to submit a plan within the time period specified by
2 ADMINISTRATOR, ADMINISTRATOR may reduce the Maximum Obligation for the Period as set
3 forth on Page 34 of this Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of
4 such reduction.

5 **D. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION**

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

8 a. CFDA Year: 2010

9 CFDA#: 93.914

10 Program Title: HIV Emergency Relief Project Grants (B)

11 Federal Agency: Department of Health and Human Services

12 Award Name: HIV Emergency Relief Projects Grants (B) (Ryan White Part A)

13 Amount: \$1,528,245 (estimated)

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

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

19
20 **III. CLIENT GRIEVANCE REVIEW AND ~~RESOLUTION~~ RESOLUTION POLICY**

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

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

34
35 **IV. GENERAL STAFFING REQUIREMENTS**

36 A. CONTRACTOR shall establish a written Code of Conduct for employees, subcontractors,
37 volunteers, interns and members of the Board of Directors, which shall include, but not be limited to,

standards related to the use of drugs and/or alcohol; staff-client relationships; prohibition of sexual contact with clients; and conflict of interest. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors, employees, subcontractors, volunteers, and interns of CONTRACTOR shall agree in writing to maintain the standards set forth in the Code of Conduct.

B. ~~Prior to providing any services pursuant to this Agreement, CONTRACTOR shall establish a statement of client rights~~ adhere to staffing and responsibilities. ~~CONTRACTOR may adopt Client Rights and Responsibilities provided by ADMINISTRATOR, or an alternate version~~ licensure requirements as indicated in Standards of Care approved by ADMINISTRATOR. ~~Except for clients receiving Food Bank services or bus passes through the Medical Transportation program, CONTRACTOR shall document that each client has received and understands Client Rights and Responsibilities. For Food Bank or Medical Transportation Services, CONTRACTOR shall post Client Rights and Responsibilities in a prominent location regularly visited by clients participating in the program.~~

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

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V. PAYMENTS

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

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

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

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

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

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

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

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

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18 VI. ~~REPORTS~~ REPORTS

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

25 B. FISCAL

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

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

1 Exhibit A to the Agreement. Such reports shall include the actual monthly costs and revenues as of the
 2 date submitted and anticipated monthly costs and revenues projected through year-end. Year-End
 3 Projection Reports shall be due on the following dates: June ~~15, 2010~~20, 2011; September ~~15, 2010~~20,
 4 2011 and December 1, ~~2010~~2011 unless otherwise agreed to in writing by ADMINISTRATOR.

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

11 //

12 D. PROGRAMMATIC – CONTRACTOR shall submit quarterly programmatic reports to
 13 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR
 14 and shall include but not be limited to, staff changes and corresponding impact on services, status of
 15 licensure and/or certifications, changes in populations being served and reasons for any such changes.
 16 CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of
 17 this Agreement and, if not, shall specify what steps will be taken to achieve satisfactory progress. The
 18 reports shall be due on the following dates: June ~~15, 2010~~20, 2011; September ~~15, 2010~~and
 19 20, 2011, December ~~15, 2010~~2011 and March 21, 2012 unless otherwise agreed to in writing by
 20 ADMINISTRATOR.

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

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

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

37 ~~HG.~~ QUALITY MANAGEMENT (QM) REPORTS – CONTRACTOR shall submit a QM

1 Report with appropriate signature(s) to ADMINISTRATOR for this Agreement. The QM Report shall
 2 be due by March 31, ~~2011~~2012. The QM Report shall be submitted in a format provided or approved by
 3 ADMINISTRATOR. The QM Report shall include but not be limited to:

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

8 ~~H.~~ **II.** ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as required by
 9 ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder.
 10 ADMINISTRATOR shall be specific as to the nature of information requested and, when possible, shall
 11 allow thirty (30) calendar days for CONTRACTOR to respond.

12 //

13 **VII. SERVICES**

14 A. CONTRACTOR shall make all services specified herein available to eligible persons who
 15 reside in Orange County and are infected with the HIV, in accordance with this Agreement. Parties
 16 understand that ~~standards~~Common Standards of ~~care are being~~Care have been developed for all HIV
 17 Services and service-specific Standards of Care have been developed for some services. CONTRACTOR
 18 shall adhere to standards of care approved by ADMINISTRATOR. CONTRACTOR and
 19 ADMINISTRATOR may mutually agree, in writing, to adjust the Eligibility, Units of Service, and
 20 Staffing subparagraphs set forth below for each program.

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

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

31 3. Unless otherwise stated, CONTRACTOR shall verify eligibility for services including, but
 32 not limited to, ~~financial eligibility and~~ proof of HIV status, proof of residency within Orange County,
 33 lack of other sources of services, and financial eligibility based on criteria provided or approved by
 34 ADMINISTRATOR. Eligibility shall be verified at minimum annually. Eligibility verification shall be
 35 documented in COUNTY’s designated data system, and in writing in each client’s file on forms
 36 provided or approved by ADMINISTRATOR.

37 4. CONTRACTOR shall maintain files for all clients. Files, at a minimum, shall contain

1 information ~~on~~ necessary for federal reporting, including, but not limited to, name, address, race,
 2 ethnicity, gender, date of birth, ~~verification of HIV status, eligibility for services, financial status,~~ living
 3 situation, income, source of insurance, CDC disease stage, and risk factors, and types of service
 4 provided, ~~referrals, and emergency contact.~~

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

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

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

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

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

31 B. MEDICAL CASE MANAGEMENT SERVICES

32 1. DEFINITION – ~~The provision of a~~ range of client-centered services that link clients with
 33 health care, psychosocial, and other services. The goal of case management is to enhance independence
 34 and increase quality of life for clients through adherence to medical care. The coordination and follow-
 35 up of medical treatments are the primary, but not exclusive, components of medical case management.
 36 These services ensure timely and coordinated access to medically appropriate levels of health and
 37 support services. Case Management should also ensure continuity of care through ongoing assessment

1 of the client's needs and personal support systems. Key activities include:

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

8 2. ELIGIBILITY

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

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

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

15 d. Eligibility should be evaluated at least annually.

16 3. SCOPE OF SERVICES

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

21 b. Medical Case Management should also ensure continuity of care through ongoing
22 assessment of the client's needs and personal support systems. ~~Key activities include:~~

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

31 ~~b. Medical Case Management services shall:~~

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

34 ~~2) Assist clients in achieving secondary goals, which include, but shall not be limited~~
35 ~~to: stable and adequate income; housing; transportation to medical care or substance abuse treatment;~~
36 ~~harm reduction related to alcohol and/or drug use; risk reduction related to sexual behavior, sobriety,~~

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1 ~~mental health; and appropriate referrals to substance abuse treatment programs and mental health~~
2 ~~services.~~

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

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

9 1) Client Intake:

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

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

20 2) Comprehensive Assessment:

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

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

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

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

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

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

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

4) Individualized Service Plan (ISP):

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

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

1 necessitating behavioral contracts for continuation of services.

2 7) Coordination of Medical Care:

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

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

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

7 8) ~~Discharge Planning~~ Service Closure:

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

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

19 c) ~~Facilitate discontinuation of services with assistance from other collaborative~~
20 ~~Close out the client in the data collection system within thirty (30) days of service providers, as~~
21 ~~appropriate, and prepare a summary noting case disposition and measurement of progress toward~~
22 ~~identified goals and place the summary in the client record.~~

23 ~~Prepare a case summary, if client requests a referral to a new provider~~ closure.

24 e. MEDICAL CASE MANAGEMENT LEVELS

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

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

32 ∴

33 a) Basic – The least intensive level of case management for low-acuity clients
34 who need only minimal assistance and support to meet needs. Staff performing basic level case
35 management shall have a minimum of Bachelor's degree in a social service field or comparable case
36 management experience. Basic level case management requires, at minimum, quarterly contact with
37 clients and semi-annual (every six months) reassessments of needs. Caseloads are generally expected to

1 be eighty-one (81) to one-hundred-ten (110) clients per Case Manager.

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

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

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

17 MEDICAL TRANSPORTATION – BUS PASSES AND ACCESS COUPONS

18 1) Bus passes and/or ACCESS coupons may be provided to Medical Case
 19 Management clients who are living at or below 300% of the Federal poverty level and are not eligible
 20 for medical transportation services under health insurance coverage or other funding source. Services
 21 must be consistent with Standards of Care for Medical Transportation provided by ADMINISTRATOR.

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

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

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

31 1) ~~Client~~ Medical Case Management:

32 a) Improvement in health as measured by stable or increased CD4 counts;

33 ~~2) Client~~ and stable or decreased viral load counts;

34 ~~3) Client access to medical care; and~~

35 ~~4) Client~~ b) Decreased psycho-social needs as measured
 36 by stable or improved acuity scores;

37 c) Increased ability to get to medical care as measured in Client Satisfaction

1 Survey; and

2 d) Meeting individual's goals as measured in Client Satisfaction Survey.

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

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

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

	<u>Units of Service</u>
<u>Basic – Bachelor's Level</u>	
<u>Face-to-face contacts</u>	<u>248</u>
<u>Unduplicated clients</u>	<u>138</u>
Moderate - Bachelor's Level	
Face-to-face contacts	144 <u>155</u>
Unduplicated clients	37 <u>43</u>
Moderate - Master's or Nurse Case Manager	
Face-to-face contacts	205 <u>238</u>
Unduplicated clients	56 <u>66</u>
Intensive	
Face-to-face contacts	1,062 <u>972</u>
Unduplicated clients	177 <u>180</u>

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5. STAFFING

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

ADMINISTRATIVE STAFF	<u>FTEs</u>
Director – Accounting and Operations	0.1000
Finance Administrator	0.1000
Data Manager	0.1000
Accounting Clerk	0.1000
Network Administrator	0.1000
Executive Assistant	0.0300
Executive Director	<u>0.0400</u>
SUBTOTAL	0.5700
DIRECT CARE STAFF	
Director – Clinical Services	0.4000
Supervising Nurse Case Manager	0.4700
Nursing Case Manager	1.8800
Case Management Assistant	0.5600
Supervising Social Worker	0.6600
Social Workers	2.0400 <u>4.0000</u>
Social Services Case Manager	<u>0.2800</u>
SUBTOTAL	6.2900 <u>6.5000</u>
TOTAL FTEs	6.8600 <u>7.2200</u>

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

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

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

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2 ~~_____ e. CONTRACTOR's staff shall include persons who are directly responsible~~ Standards of
3 ~~Care for supervising the Medical Case Managers, developing Medical-Case Management protocols in~~
4 ~~conjunction with County staff, acting as a liaison with~~ provided by ADMINISTRATOR, ~~and preparing~~
5 ~~periodic programmatic reports as required.~~

6 C. NON-MEDICAL CASE MANAGEMENT SERVICES AND CLIENT ADVOCACY

7 1. DEFINITIONS

8 ~~_____ a. Non-Medical Case Management~~ DEFINITION – The provision of ~~advice~~ basic needs
9 ~~assessment~~ and assistance (through appropriate referrals) in obtaining medical, social, community, legal,
10 financial, and other needed services. ~~Non-Medical Case Management does not include coordination and~~
11 ~~follow-up of medical treatment, as does medical case management; however, assistance with~~
12 ~~coordination and follow-up may be provided, when appropriate.~~

13 ~~_____ b. Client Advocacy~~ – ~~The provision of education and referral services to assist clients,~~
14 ~~whose assessed acuity does not require case management, in getting appropriate care and,~~ but can
15 ~~include, a more comprehensive needs assessment and periodic and/or minimal follow-up. Advocacy~~
16 ~~services may be used as a gate-way for registering, determining client eligibility and assessing needs for~~
17 ~~other Ryan White funded services.~~

18 2. ELIGIBILITY

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

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

25 c. Clients may not be enrolled in ~~multiple~~ a case management program and must be able to
26 ~~follow up on referrals with minimal assistance. Clients needing ongoing and/or regular assistance and~~
27 ~~support to access services should be referred to case management~~ programs ~~services.~~

28 3. SCOPE OF SERVICES

29 a. CONTRACTOR shall provide access to ~~a full range of case management services~~
30 ~~appropriate for non-medical case management.~~ Client Advocacy services. ~~Services must be consistent~~
31 ~~with Standards of Care provided by ADMINISTRATOR.~~ These services ensure timely and coordinated
32 access to appropriate levels of health and support services. ~~Key activities include:~~

- 33 ~~_____ 1) Client intake;~~
- 34 ~~_____ 2) Comprehensive assessment of client needs;~~
- 35 ~~_____ 3) Education;~~
- 36 ~~_____ 4) Development of individual service plans;~~
- 37 ~~_____ 5) Referral/advocacy and coordination of services;~~

- ~~6) Follow up and monitoring of client progress;~~
- ~~7) Coordination of medical care; and~~
- ~~8) Discharge planning.~~

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

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

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

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

1) Client Intake:

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

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

~~2) Comprehensive Assessment:~~

~~a) Begin assessment of client within one (1) week of client intake and complete assessment within two (2) weeks assist client with education and referral services. Areas of assessment should be based on client's expressed needs and may 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~~

1 ~~scale as determined by agreement between ADMINISTRATOR and CONTRACTOR to record and~~
 2 ~~monitor needs.~~

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

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

10 #

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

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

22 ~~_____ 3) Education Incorporate general and client specific prevention: Provide education~~
 23 ~~into case management sessions about community resources as appropriate. Client education may take~~
 24 ~~place outside from one-on-one services and include such activities as newsletters, group education~~
 25 ~~sessions, social network sites.~~

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

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

29 ~~_____ b) Work collaboratively with the client and involve the client in the development~~
 30 ~~of the ISP.~~

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

33 ~~_____ 5) Referral/Advocacy and Coordination of Services:~~

34 ~~_____ a) Based on the client's intake and assessment (acuity level), refer client to the~~
 35 ~~appropriate health, social services, and entitlement programs available in-house or in the community~~
 36 ~~(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.~~

c. MEDICAL TRANSPORTATION – BUS PASSES AND ACCESS COUPONS

~~_____ 6) Follow Up and Monitoring:~~

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

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

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

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

~~_____ 7) Coordination of Medical Care:~~

~~_____ a) Assess client's access to medical care and any barriers to care. Case managers 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) Discharge Planning:~~

~~_____ a) Document discharge of client in client file. Clients _____~~

~~_____ 1) Bus passes and/or ACCESS coupons may be discharged from Medical Case Management for many causes including, but not limited to, death, determination of ineligibility for services, determination that client no longer needs services, client choice, transfer to other agency, client behaviors resulting in an inability to provide appropriate case management services, and loss to follow up.~~

~~_____ b) Make reasonable and appropriate attempts to locate and communicate with clients lost to follow up before terminating services, including, but not limited to, contacting medical providers, other service providers, and emergency contacts, within the constraints of previously signed releases of information. 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) Facilitate discontinuation of services with assistance from other collaborative service providers as appropriate, and prepare a summary noting case disposition and measurement of progress toward identified goals and place the summary in the client record.~~

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

~~_____ e. NON-MEDICAL CASE MANAGEMENT LEVELS~~

~~_____ 1) Non-Medical Case Management levels and service intervals are determined, first~~

1 ~~and foremost, by client needs as assessed by the case manager and by best practices identified by the~~
 2 ~~community.~~

3 ~~2) CONTRACTOR shall adhere to Minimum Standards of Care, determined by the~~
 4 ~~community and provided by ADMINISTRATOR, in providing services. For the purposes of this~~
 5 ~~Agreement, the following is provided as a guideline for assignment of clients to Non Medical Case~~
 6 ~~Management and determination of staff caseloads: Basic The least intensive level of case~~
 7 ~~management for low acuity clients who need only minimal assistance and support to meet needs. Staff~~
 8 ~~performing basic level case management shall have a minimum of Bachelor's degree in a social service~~
 9 ~~field or comparable case management experience. Basic level case management requires, at minimum,~~
 10 ~~quarterly contact with clients and semi-annual (every six months) reassessments of needs. Caseloads~~
 11 ~~for Case Managers are generally expected to be eighty-one (81) to one hundred ten (110) clients to~~
 12 Client Advocacy clients who are living at or below 300% of the Federal poverty level and are not
 13 eligible for medical transportation services under health insurance coverage or other funding source.
 14 Services must be consistent with Standards of Care for Medical Transportation provided by
 15 ADMINISTRATOR.

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

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

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

24 d. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation
 25 requirements, including development and implementation of a Quality Management Plan. Unless
 26 modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, ~~the plan~~ outcome
 27 measures for will include the following ~~Non Medical Case Management measurements:~~

28 1) ~~For Client Advocacy, client linkage to services; and~~
 29 ~~2) Client acuity scores~~ 2) Medical Transportation bus
 30 passes and/or ACCESS coupons, increased ability to get to health care appointments.

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

	<u>Units of Service</u>
Basic Bachelor's Level	
— Face-to-face contacts	650
— Unduplicated clients	325
Client Advocacy	

Face to face contacts	
<u>Encounters</u>	150 <u>600</u>
Unduplicated clients	150 <u>300</u>

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.

5. STAFFING

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

ADMINISTRATIVE STAFF	FTEs
<u>Executive</u> Director Accounting	0.0533 <u>0500</u>
and Operations	
Finance Administrator <u>SUBTOTAL</u>	0.0533 <u>0500</u>
Data Manager	0.0533
Accounting Clerk	0.0533
Network Administrator	0.0533
Executive Assistant	0.0134
Executive Director	<u>0.0224</u>
SUBTOTAL	0.3023
DIRECT CARE STAFF	FTEs
<u>Executive</u> Director Clinical	0.2387 <u>1000</u>
Services	
Case Management <u>Administrative</u>	0.1194 <u>2000</u>
Assistant	
Social Services Case Managers	<u>1.2731</u> <u>0000</u>
Social Services Case	1.2890 <u>3000</u>
Supervisors <u>SUBTOTAL</u>	
Social Worker	0.7957
SUBTOTAL	3.7159
TOTAL FTEs	4.0182 <u>1.3500</u>

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

~~c. CONTRACTOR's staff shall include persons who are directly responsible for supervising Case Managers, developing Non-Medical Case Management protocols in conjunction with~~

~~County staff, acting as a liaison with ADMINISTRATOR, and preparing periodic programmatic reports as required.~~

D. MEDICAL CASE MANAGEMENT SERVICES - MAI

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

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

2. ELIGIBILITY

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

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

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

d. Eligibility should be evaluated at least annually.

3. SCOPE OF SERVICES

a. CONTRACTOR shall provide access to a full range of Medical Case Management services. Services must be consistent with Standards of Care for Case Management provided by ADMINISTRATOR. These services ensure timely and coordinated access to ~~medically~~ appropriate levels of health and support services ~~for MAI medical case management. These services~~

b. Medical Case Management should ensure continuity of care through ongoing assessment of the client’s needs and personal support systems. ~~CONTRACTOR shall focus on providing services to African American clients. Key activities include:~~

- ~~1) Client intake;~~
- ~~2) Comprehensive assessment of client needs;~~
- ~~3) Education;~~
- ~~4) Development of individual service plans;~~

~~5) Referral/advocacy and coordination of services;~~

~~6) Follow up and monitoring of client progress;~~

~~7) Coordination of medical care; and~~

~~8) Discharge planning.~~

~~b. Medical Case Management —MAI services shall:~~

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

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

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

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

1) Client Intake:

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

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

1 monitor client needs.

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

5 d) Periodically assess and re-evaluate client's level of functioning and changing
6 clinical and psychological needs. As specified by ADMINISTRATOR in the Standards of Care,
7 CONTRACTOR shall conduct formal reassessment at minimum as follows, depending on the client's
8 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

15
16 e) Maintain regular and appropriate contact with clients or with person(s)
17 responsible for providing care, in the case of dependent clients; ~~and maintain a system for assisting~~
18 ~~ongoing communication via face to fact contact, mail, and/or telephone follow up.~~ Periodicity should
19 be based on client need and acuity level and on minimum standards set by ADMINISTRATOR in the
20 Standards of Care, as noted above.

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

23 4) Individualized Service Plan (ISP):

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

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

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

30 5) Referral/Advocacy and Coordination of Services:

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

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

36 6) Follow-Up and Monitoring:

37 a) Periodically contact clients to assess and re-evaluate client's level of

1 functioning and changing clinical and psychological needs based on assessed acuity.

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

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

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

9 7) Coordination of Medical Care:

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

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

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

14 8) Discharge Planning ~~Service Closure:~~

15 a) Document ~~discharge~~ service closure of client in client file. ~~Clients may be~~
16 ~~discharged from Medical Case Management – MAI for many causes including, but not limited to, death,~~
17 ~~determination of ineligibility for services, determination that client no longer needs services, client~~
18 ~~choice, transfer to other agency, client behaviors resulting in an inability to provide appropriate case~~
19 ~~management services, and loss to follow up.~~

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

26 c) ~~Facilitate discontinuation of services with assistance from other collaborative~~
27 Close out the client in the data collection system within thirty (30) days of service ~~providers as~~
28 ~~appropriate, and shall prepare a summary noting case disposition and measurements of progress toward~~
29 ~~identified goals and place the summary in the client record.~~

30 ~~Prepare a case summary, when requested by client who wishes to transfer to a~~
31 ~~new provider~~ closure.

32 e. MEDICAL CASE MANAGEMENT – MAI LEVELS

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

36 2) CONTRACTOR shall adhere to ~~Minimum~~ Standards of Care, determined by the
37 community and provided by ADMINISTRATOR, in providing services. For the purposes of this

Agreement, the following ~~two (2) levels are~~ provided as ~~guidelines~~ a guideline for assignment of clients to Medical Case Management – MAI 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 for Case Managers are generally expected to be eighty-one (81) to one-hundred-ten (110) clients.

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 face-to-face quarterly (every three months) reassessment of needs. Moderate level case loads are generally expected to be fifty-one (51) to eighty (80) clients.

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

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

MEDICAL TRANSPORTATION – BUS PASSES AND ACCESS COUPONS

1) Bus passes and/or ACCESS coupons may be provided to Medical Case Management – MAI clients who are living at or below 300% 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.

g. ~~CONTRACTOR shall comply with ADMINISTRATOR’s program evaluation requirements, including development and implementation of a Quality Management Plan. Unless~~

modified by agreement, in writing, ~~of~~ by ADMINISTRATOR and CONTRACTOR, ~~the plan~~ outcome measures will include the following ~~Medical Case Management measurements:~~

1) ~~Client~~ Medical Case Management:

a) Improvement in health as measured by stable or increased CD4 counts;

~~2) Client and stable or decreased viral load counts;~~

~~3) Client access to medical care; and~~

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

	Units of
	<u>Service</u>
AFRICAN AMERICAN	
Basic – Bachelor's Level	
Face-to-face contacts	32 <u>22</u>
Unduplicated clients	18 <u>12</u>
Moderate - Bachelor's Level	
Face-to-face contacts	<u>36</u>
Unduplicated clients	<u>10</u>
<u>Moderate - Master's or Nurse Case Manager</u>	
Face-to-face contacts	18
Unduplicated clients	5
Moderate – Master's or Nurse Case	
Manager <u>Intensive</u>	
Face-to-face contacts	14 <u>65</u>
Unduplicated clients	4 <u>12</u>
Intensive	
Face to face contacts <u>LATINO</u>	76
Unduplicated clients <u>Basic – Bachelor's</u>	
<u>Level</u>	14
<u>LATINO</u> <u>Face-to-face contacts</u>	Units of

1		<u>Service</u>	
2			<u>72</u>
3	Basic - Bachelor's Level <u>Unduplicated</u>		
4	<u>clients</u>		<u>40</u>
5	Face-to-face contacts		61
6	Unduplicated clients		34
7	Moderate - Bachelor's Level		
8	Face-to-face contacts	74	<u>94</u>
9	Unduplicated clients		26
10	Moderate - Master's or Nurse Case Manager		
11	Face-to-face contacts	50	<u>36</u>
12	Unduplicated clients	14	<u>10</u>
13	Intensive		
14	Face-to-face contacts	75	<u>70</u>
15	Unduplicated clients	14	<u>13</u>

5. STAFFING -

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

	<u>FTEs</u>
ADMINISTRATIVE STAFF	
Director – Accounting and Operations	0.0080
Finance Administrator	0.0080
Data Manager	0.0080
Accounting Clerk	0.0080
Network Administrator	0.0080
Executive Assistant	0.0090
Executive Director	<u>0.0090</u>
SUBTOTAL	0.0580
DIRECT CARE STAFF	
Director – Clinical Services	0.0420
Supervising Nurse Case Manager	0.0760
Nurse Case Managers	0.3040
Social Workers	0.5640
Social Services Case Managers	<u>0.9340</u>
SUBTOTAL	1.9200

TOTAL FTEs

1.9780

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

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

E. BENEFITS COUNSELING

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

2. ELIGIBILITY

a. CONTRACTOR shall verify eligibility and provide services to individuals who meet Ryan White eligibility requirements, including those receiving case management at another agency.

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.

d. Enrollment in case management program is not a requirement of this service.

e. Eligibility should be evaluated at least annually.

3. SCOPE OF SERVICES

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

b. CONTRACTOR shall provide Client Advocacy activities as follows:

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

2) Provide consultation and advice regarding benefits programs;

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

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

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

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.

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

service:

Units of
Service

15-minute session

3,000

Unduplicated clients

250

A session shall be fifteen (15) minutes in duration and shall consist of face-to-face contact with a client to assist with benefits services.

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

ADMINISTRATIVE STAFF

FTEs

Director – Accounting and Operations

0.0080

Finance Administrator

0.0080

Data Manager

0.0080

Accounting Clerk

0.0080

Network Administrator

0.0080

Executive Assistant

0.0090

Executive Director

0.0090

SUBTOTAL

0.0580

DIRECT CARE STAFF

Director – Clinical Services

0.0100

Social Workers

0.0500

Social Services Case Managers

1.0820

SUBTOTAL

1.1420

TOTAL FTEs

1.2000

E. NUTRITIONAL SUPPLEMENTS

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

~~licensed registered dietician, registered nurse, nurse practitioner, or medical doctor~~ 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; ~~and~~

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 annually.~~

3. SCOPE OF SERVICES – CONTRACTOR shall:

a. CONTRACTOR shall provide access to the following Nutritional Supplements ~~to eligible clients~~ 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.

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

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

4. UNITS OF SERVICE

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

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

1 Unduplicated clients 214

2
3 b. A unit of service shall be thirty (30) cans or equivalent of high-calorie nutritional
4 supplements or a thirty (30)-day supply of multi-vitamin supplements.

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

	<u>FTEs</u>
8 ADMINISTRATIVE STAFF	
9 Director – Accounting and Operations	0.0092
10 Finance Administrator	0.0092
11 Data Manager	0.0092
12 Accounting Clerk	0.0092
13 Network Administrator	0.0092
14 Executive Assistant	<u>0.0189</u>
15 SUBTOTAL	0.0649
16	
17 DIRECT CARE STAFF	
18 Director of Supportive Services	0.0170
19 Food Pantry Coordinator	0.1703
20 Volunteer Coordinator	<u>0.0227</u>
21 SUBTOTAL	0.2100
22	
23	
24 TOTAL FTEs	0.2749

25 F. FOOD BANK SERVICES

26 1. DEFINITION - The provision of supplemental food to eligible clients through a food
27 pantry. It does not include ~~finances providing clients funding~~ to purchase food or meals. ~~For Food from~~
28 ~~at least four out of the purposes of this Agreement, “five basic food” is defined as any nourishing~~
29 ~~substance that is consumed to sustain life, provide energy,~~ groups must be offered. Food items must be
30 nutritious and ~~promote growth~~ culturally appropriate. Service must include documented ongoing
31 education and referral of all clients to the food stamp program (if eligible) and community programs.

32 2. ELIGIBILITY

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

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

level; and

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

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

~~3. SCOPE OF SERVICES~~

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

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

~~c. CONTRACTOR shall:~~

~~1) Make Food Bank services available to clients at a minimum of once a month;~~

~~2) Verify income and disability annually or upon change at any time;~~

~~c. Eligibility should be evaluated at least annually.~~

3. SCOPE OF SERVICES

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

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

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

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

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

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

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

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

~~8) Maintain proper control systems to prevent duplication of Ryan White Act funded food pantry services to individual clients.~~

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

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

1) Maintained or improved health as a result of a balanced diet weight; and

2) Increased ability to take medications.

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

Units of Service

Food Orders	3,300 <u>2,912</u>
Unduplicated clients	365 <u>321</u>

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

FTEs

ADMINISTRATIVE STAFF

Director – Accounting and Operations	0.0200 <u>0.0168</u>
Finance Administrator	0.0200 <u>0.0168</u>
Data Manager	0.0200 <u>0.0168</u>
Accounting Clerk	0.0200 <u>0.0168</u>
Network Administrator	0.0200 <u>0.0168</u>
Executive Assistant	<u>0.0100</u>
SUBTOTAL	0.1100 <u>0.0940</u>

DIRECT CARE STAFF

Director of Supportive Services	0.1900 <u>0.1596</u>
Volunteer Coordinator	0.1000 <u>0.0840</u>
Food Pantry Coordinator	0.4700 <u>0.3948</u>
Transportation/Driver	0.0600 <u>0.0500</u>
SUBTOTAL	0.8200 <u>0.6884</u>

TOTAL FTEs ~~0.9300~~ 0.7824

#

1 G. MENTAL HEALTH SERVICES

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

7 2. ELIGIBILITY

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

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

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

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

21 c. Eligibility should be evaluated at least annually.

22 3. SCOPE OF SERVICES

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

26 ~~_____ 1) Perform client intake, which includes verification of HIV status, financial~~
27 ~~eligibility, and residency in Orange County, consents for participation and proper releases of~~
28 ~~information;~~

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

32 ~~_____ 3) Evaluate the client's clinical and support needs and develop and maintain an~~
33 ~~individual treatment plan (ITP) for each client based upon the outcome of the evaluation. Initial ITP~~
34 ~~shall be completed~~ 1) Client Intake:

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

1 reporting.

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

7 2) Comprehensive Assessment:

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

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

14 3) Individualized Treatment Plan (ITP):

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

17 ~~Reassessment of~~

18 b) Review and revise ITP ~~must be completed~~ as necessary, at a minimum of ~~once~~
19 every twelve (12) months.

20 4) Treatment Provision:

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

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

27 ~~5) Provide written justification for providing services to individual clients in the~~
28 ~~client's home, in the hospital, or location other than CONTRACTOR's offices. CONTRACTOR shall~~
29 ~~include justification in the client's file.~~

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

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

37 ~~8) Have~~ 6) Service Closure:

- 1 a) Document service closure of client in client file.
- 2 b) Close out the client in the data collection system ~~in place that assures proper~~
- 3 ~~maintenance of client charts and documentation of services.~~
- 4 ~~9) Facilitate weekly support groups including at minimum:~~
- 5 ~~a) Chemical dependency group; and~~
- 6 ~~b) Spanish language group.~~
- 7 ~~b. Services shall be culturally and linguistically appropriate to meet the needs of English~~
- 8 ~~and Spanish speaking clients.~~
- 9 ~~c. CONTRACTOR shall implement services in adherence to the Common Standards of~~
- 10 ~~Care and Case Management Standards of Care developed by ADMINISTRATOR.~~ within thirty (30)
- 11 days of service closure.
- 12 d. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation
- 13 requirements, including development and implementation of a Quality Management Plan. Unless
- 14 modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for
- 15 ~~these services shall include compliance with, or completion of, a mental health~~ Mental Health services
- 16 will include the following:
- 17 1) Development of individual treatment plans;
- 18 2) Met goals stated in individual treatment plans; and
- 19 3) Increased ability to cope with HIV disease as measured in Client Satisfaction
- 20 Survey.

21 4. UNITS OF SERVICE

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

	<u>Units of Service</u>
25 One-on-One Counseling Units	1 <u>068</u> , <u>250</u>
26 Unduplicated clients	111 <u>119</u>
27 Group Counseling Units	480 <u>524</u>

28

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

30 c. A group counseling unit shall be thirty (30) minutes in duration and shall consist of

31 face-to-face contact between one or more therapists and a group of no fewer than two (2) clients.

32 d. The usual maximum number of sessions provided under this service category is

33 fifteen (15) visits per client.

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

35 twenty-five (25) with prior written approval using the prior authorization for Mental Health Services

36 form.

37 5. STAFFING

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

ADMINISTRATIVE STAFF	<u>FTEs</u>
Director – Accounting and Operations	0.0214
Finance Administrator	0.0214
Data Manager	0.0214
Accounting Clerk	0.0214
Network Administrator	0.0214
Executive Assistant	<u>0.0372</u>
SUBTOTAL	0.1442
DIRECT CARE STAFF	
Director of Clinical Services	0.0372
Director of Mental Health	0.6841 5000
Mental Health Counselors	<u>2.5474</u>
SUBTOTAL	3.2687 0846
TOTAL FTEs	3.4129 2288

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

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

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

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

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

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

1. DEFINITION

1 a. Health Insurance Premium/Cost Sharing: The provision of financial assistance on
 2 behalf of eligible individuals living with HIV to maintain continuity of health insurance or to receive
 3 medical benefits under a health insurance program, ~~including.~~ This includes premium payments, risk
 4 pools, co-payments, and deductibles. ~~Share of cost is not covered for those clients who receive Medi-~~
 5 ~~Cal.~~

6 b. Emergency Financial Assistance for Medications: The provision of payments to
 7 pharmacies or other licensed dispensaries of medications or the establishment of programs to assist with
 8 emergency payments for medication when other resources are not available. This program pays for
 9 pharmaceuticals or medications on an emergency basis only.

10 2. ELIGIBILITY

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

- 13 1) Meet Ryan White eligibility requirements;
- 14 2) Meet the income criteria for the AIDS Drug Assistance Program (ADAP) with no
 15 co-payment requirement.

16 ~~3) Are living at or below four hundred percent (400%) of the federal poverty level;~~

17 and

- 18 ~~4)~~ 3) Are not covered by other funding sources.

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

22 c. Eligibility should be evaluated at least annually.

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

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

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

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

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

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

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

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

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

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

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

4. UNITS OF SERVICE

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

	<u>Units of Service</u>
Insurance <u>Medication Units</u> Premium	<u>95</u>
Unduplicated clients <u>Payments</u>	<u>40</u>
<u>Unduplicated Clients</u>	<u>8</u>
<u>Co-Payment</u>	
<u>Payments</u>	<u>17</u>
<u>Unduplicated Clients</u>	<u>6</u>
<u>Medication Payments</u>	
<u>Payments</u>	<u>112</u>
<u>Unduplicated Clients</u>	<u>33</u>

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

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

<u>ADMINISTRATIVE STAFF</u>	<u>FTEs</u>
Director – Accounting and Operations	0.0030

1	Finance Administrator	0.0030
2	Data Manager	0.0030
3	Accounting Clerk	0.0030
4	Network Administrator	<u>0.0030</u>
5	TOTAL	0.0150

I. HOME HEALTH CARE SERVICES

1. DEFINITION

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

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

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

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

2. ELIGIBILITY

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

1) Meet Ryan White eligibility requirements;

2) Are in a Case Management program with, at minimum, regular consultations with a Nurse Case Manager, unless otherwise specified by a physician;

3) Are living at or below three hundred percent (300%) of federal poverty level; ~~and~~

4) Have symptoms including, but not limited to, peripheral neuropathy, gait and balance problems, vision loss, cognitive dysfunction, and extreme fatigue and/or weakness, that impair client’s ability to carry out normal activities; ~~and~~

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

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

1 ADMINISTRATOR. CONTRACTOR shall also ensure that documentation of the client's eligible
2 condition is made on the nursing assessment.

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

5 d. Eligibility should be evaluated at least annually.

6 3. SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

4. UNITS OF SERVICE

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

	<u>Units of Service</u>
Certified Nursing Attendant Visits	5,085 <u>139</u>
Unduplicated Clients	40 <u>30</u>
Homemaker Visits	733 <u>400</u>
Unduplicated Clients	6 <u>5</u>
Specialized Care DME <u>Visit</u>	101 <u>35</u>
<u>DME Item</u>	
Unduplicated Clients	14
Professional Nursing Visits	57 <u>33</u>
<u> Unduplicated Clients</u>	<u>7</u>

b. One (1) CNA unit of service shall equal one hour of care provided by a CNA.

c. One (1) Homemaker unit of service shall equal one hour of service provided by a Homemaker.

d. One (1) Specialized Care unit of service shall equal one visit.

e. One (1) DME unit of service shall equal one DME item.

f. One (1) Professional Nursing unit of service shall equal one visit of care provided by an RN.

5. STAFFING

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:

ADMINISTRATIVE STAFF	<u>FTEs</u>
Director – Accounting and Operations	0.0290
Finance Administrator	0.0290
Data Manager	0.0290
Accounting Clerk	0.0290
Network Administrator	0.0290
Executive Assistant	<u>0.0290</u>
TOTAL	0.1740

b. CONTRACTOR shall ensure that:

1) Paraprofessional services are provided by a homemaker, a home-health aide, a nurse assistant certified by the State of California, or an individual who has successfully completed a minimum of forty (40) hours of orientation and training in providing personal care services;

2) Registered Nurses providing care possess a current California license, and have experience and/or education demonstrating knowledge of techniques and principles of home-health care.

J. MEDICAL TRANSPORTATION SERVICES – VAN AND TAXI RIDES

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

2. ELIGIBILITY

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

1) Meet Ryan White eligibility requirement ~~and~~

2) ~~Meet Orange County Transit Authority requirements when reduced fare~~ Are living at or below 300% of the Federal poverty level; and

3) Have medical transportation needs that cannot be met through bus passes and/or ACCESS fare-coupons; or

4) Are not eligible for medical transportation services under health insurance coverage or other funding source. CONTRACTOR shall refer clients who are eligible for other programs to be provided case management or benefits counseling to assist in applying for services through those programs.

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. ~~Contractor shall evaluate client’s eligibility~~ Eligibility should be evaluated at least annually.

3. SCOPE OF SERVICES

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

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

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

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

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

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 increase in increased ability to keep medical get to health care appointments.

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

	Units of Service
Unduplicated Clients	222 123
One-Way Van Trips	1,451 500
Monthly Senior/Disabled Bus Passes	
One-Way Taxi Trips	1,187 420
One Way Taxi Trips	348

1	ACCESS Coupons	596
2	Daily Bus Passes	3

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

ADMINISTRATIVE STAFF	<u>FTEs</u>
Director – Accounting and Operations	0.0400
Finance Administrator	0.0400
Data Manager	0.0400
Accounting Clerk	0.0400
Network Administrator	0.0400
Executive Assistant	<u>0.0139</u>
SUBTOTAL	0.2139
DIRECT CARE STAFF	
Director of Supportive Service	0.1738
Transportation Coordinator	0.8691
Drivers	<u>1.6513</u>
SUBTOTAL	2.6942
TOTAL FTEs	2.9081

K. QUALITY MANAGEMENT (QM) PLAN

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

2. The QM Plan shall include but not be limited to CONTRACTOR’s:
 - a. Quality statement;
 - b. Quality infrastructure, including leadership, QM committee, ~~and~~ staff roles and responsibilities, and reporting;
 - c. Capacity building activities, including orientation and training on QM activities;

1 d. Evaluation, including evaluation of quality infrastructure, performance measures, and
2 quality improvement activities; and

3 e. Goals, objectives, indicators, and targets for each service category.

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