

AGREEMENT FOR PROVISION OF
HIV SERVICES
BETWEEN
COUNTY OF ORANGE
AND

AIDS SERVICES FOUNDATION ORANGE COUNTY
MARCH 1, 2013 THROUGH FEBRUARY 28, 2015

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

WITNESSETH:

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: March 1, 2013 through February 28, 2015

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

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

Maximum Obligation:

Period One Maximum Obligation:	<u>\$1,978,517</u>	\$1,717,109
Period Two Maximum Obligation:	<u>1,717,109</u>	-1,717,109
TOTAL CONTRACT MAXIMUM OBLIGATION:	<u>\$3,695,626</u>	\$3,434,218

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: AIDS Services Foundation Orange County
 17982 Sky Park Circle, Suite J
 Irvine, CA 92614-6408
 Attn: Philip Yaeger
 E-mail: PYAEGER@ocasf.org

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I. ACRONYMS

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

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

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

18
19 **II. ALTERATION OF TERMS**

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

25
26 **III. ASSIGNMENT OF DEBTS**

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

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IV. COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of
21 its Code of Conduct to ADMINISTRATOR within thirty (30) 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 all Covered Individuals relative to this Agreement are made aware of
27 CONTRACTOR's Code of Conduct.

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

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

35 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

36 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
37 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner

1 and are consistent with federal, state and county laws and regulations. This includes compliance with
2 federal and state health care program regulations and procedures or instructions otherwise
3 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or
4 their agents.

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

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

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

13
14 **V. CONFIDENTIALITY**

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

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

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

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

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

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VI. COST REPORT

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

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

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

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

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

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

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

34 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
35 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth in
36 the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to
37 COUNTY which are not reimbursable pursuant to applicable federal, state and county laws, regulations

1 and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently
2 determined to have been for an un-reimbursable expenditure or service, shall be repaid by
3 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar
4 days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
5 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

19
20 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
21 supporting documentation prepared by _____ for the cost report period
22 beginning _____ and ending _____ and that, to the best of my
23 knowledge and belief, costs reimbursed through this Agreement are reasonable and
24 allowable and directly or indirectly related to the services provided and that this Cost
25 Report is a true, correct, and complete statement from the books and records of
26 (provider name) in accordance with applicable instructions, except as noted. I also
27 hereby certify that I have the authority to execute the accompanying Cost Report.

28
29 Signed _____
30 Name _____
31 Title _____
32 Date _____"

33
34 **VII. DELEGATION ASSIGNMENT, AND SUBCONTRACTS**

35 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
36 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
37 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are

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

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

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

22 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

23
 24 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
 25 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors
 26 and consultants performing work under this Agreement meet the citizenship or alien status requirement
 27 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
 28 subcontractors and consultants performing work hereunder, all verification and other documentation of
 29 employment eligibility status required by federal or state statutes and regulations including, but not
 30 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
 31 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
 32 covered employees, subcontractors and consultants for the period prescribed by the law.

33 **IX. EQUIPMENT**

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

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

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

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

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

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

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

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

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

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X. FACILITIES, PAYMENTS AND SERVICES

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

XI. INDEMNIFICATION AND INSURANCE

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

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

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

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

E. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best’s Key Rating Guide/Property-Casualty/United States or ambest.com**)

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

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

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

G. REQUIRED COVERAGE FORMS

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

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

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

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

2. A primary non-contributing endorsement evidencing that the CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

5 J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
6 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its
7 elected and appointed officials, officers, agents and employees.

8 K. All insurance policies required by this AGREEMENT shall give the County of Orange 30 days'
9 notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by
10 policy provisions or an endorsement separate from the COI.

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

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

16 N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
17 insurance of any of the above insurance types throughout the term of this AGREEMENT. Any increase
18 or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
19 adequately protect COUNTY.

20 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
21 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY
22 incorporating such changes within thirty days of receipt of such notice, this AGREEMENT may be in
23 breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

28 Q. SUBMISSION OF INSURANCE DOCUMENTS

29 1. The COI and endorsements shall be provided to COUNTY as follows:

- 30 a. Prior to the start date of this AGREEMENT.
- 31 b. No later than the expiration date for each policy.
- 32 c. Within thirty (30) days' upon receipt of written notice by COUNTY regarding changes
33 to any of the insurance types as set forth in Subparagraph F. of this AGREEMENT.

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

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37 //

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

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

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

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

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

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

21
22 **XII. INSPECTIONS AND AUDITS**

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

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

37 //

1 C. AUDIT RESPONSE

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

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

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

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

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

24
25 **XIII. LICENSES AND LAWS**

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

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

- 36 1. Federal Single Audit Act of 1984 (31 USC. 7501.70).
37 2. HIPAA Privacy Rule, as it may exist now, or be hereafter amended, and if applicable.

3. 42 USC. 12101 et seq., the Americans with Disabilities Act of 1990.
4. WIC §15600, et seq., Abuse of the Elderly and Dependent Adults.
5. 45 CFR Part 76, Drug Free Work Place.
6. CCR, Title 22.
7. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy Statement.
8. OMB Circulars A-87, A-89, A-110, A-122 and A-133.
9. ARRA of 2009.
10. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009.

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
 - a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;
 - b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
 - c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;
 - d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply;
2. Failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.
3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment of child support orders, or as permitted by federal and/or state statute.

XIV. LITERATURE AND ADVERTISEMENTS

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not

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1 be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the
2 Internet.

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

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

9
10 **XV. MAXIMUM OBLIGATION**

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

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

17
18 **XVI. NONDISCRIMINATION**

19 **A. EMPLOYMENT**

20 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully
21 discriminate against any employee or applicant for employment because of his/her ethnic group
22 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and
23 over), sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall
24 warrant that the evaluation and treatment of employees and applicants for employment are free from
25 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment
26 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,
27 including apprenticeship. There shall be posted in conspicuous places, available to employees and
28 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal
29 Employment 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 orientation, medical condition, or physical or mental disability.
34 Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

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

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 orientation, medical condition, or physical or mental disability in accordance with
7 Title VI of the Civil Rights Act of 1964 (42 USC §2000d) and all other pertinent rules and regulations
8 promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now
9 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' OCR. CONTRACTOR's statement shall advise clients
25 of the following:

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

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

37 //

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

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

10
11 **XVII. NOTICES**

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

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

17 2. When faxed, transmission confirmed;

18 3. When sent by Email; or

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

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

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

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

31
32 **XVIII. 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; provided,
36 however, weekends and holidays shall not be included for purposes of computing the time within which
37 //

1 to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given
2 during normal business hours.

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

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

8 **B. TERMINAL ILLNESS DEATH**

9 1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered,
10 or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of
11 any person served hereunder. The Notification of Terminal Illness Death shall contain the name of the
12 deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of
13 CONTRACTOR's officers or employees with knowledge 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 **XIX. 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 thirty (30) business days in advance
24 of any applicable public event or meeting. The notification must include the date, time, duration,
25 location and purpose of public event or meeting. Any promotional materials or event related flyers must
26 be approved by ADMINISTRATOR prior to distribution.

27
28 **XX. RECORDS MANAGEMENT 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, §§70751(c), 71551(c), 73543(a), 74731(a),
33 75055(a), 75343(a), and 77143(a).
34 2. State of California, Department of ASRS manual.
35 3. State of California, DPFS manual.
36 4. State of California, Health and Safety Code §123145.
37 5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

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

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

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

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

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

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

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

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

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

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

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

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

36 //

37 //

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

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

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

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

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

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

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

22
23 **XXI. REVENUE**

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

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

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

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

3
4 **XXII. SEVERABILITY**

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

10
11 **XXIII. SPECIAL PROVISIONS**

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

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

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

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

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

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

22 6. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
23 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
24 use of appropriated funds to influence certain federal contracting and financial 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 current
4 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
5 Schedule may be found at www.opm.gov.

6 15. Severance pay for separating employees.

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

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

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

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

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

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

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

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

23
24 **XXIV. STATUS OF CONTRACTOR**

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

36 //

37 //

XXV. TERM

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

XXVI. TERMINATION

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

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

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

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

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

//

XXVIII. WAIVER OF DEFAULT OR BREACH

1
2 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
3 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
4 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
5 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
6 Agreement.

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

3 AIDS SERVICES FOUNDATION ORANGE COUNTY
4

5 BY: _____

DATED: _____

6
7 TITLE: _____

8 BY: _____

DATED: _____

9
10 TITLE: _____
11
12
13
14

15 COUNTY OF ORANGE
16

17
18 BY: _____

DATED: _____

19 HEALTH CARE AGENCY
20
21
22
23

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

28
29 BY: _____

DATED: _____

30 DEPUTY
31
32
33

34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by ADMINISTRATOR.

1 EXHIBIT A
2 TO AGREEMENT WITH
3 AIDS SERVICES FOUNDATION ORANGE COUNTY
4 FOR PROVISION OF
5 HIV SERVICES
6 MARCH 1, 2013 THROUGH FEBRUARY 28, 2015
7

8 **I. ASSURANCES**

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

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

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

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

18 3. By third party reimbursement.

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

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

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

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

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

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

33 3. In the case of individuals with an income greater than one hundred percent (100%) of the
34 official federal poverty level and not exceeding two hundred percent (200%) of such poverty level,
35 CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding five percent
36 (5%) of the annual gross income of the individual involved.

37 //

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

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

II. BUDGET

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

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

1. Medical Case Management Services

		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
ADMINISTRATIVE COSTS			
Salaries	\$ 17,527	\$ 15,710	\$ 15,710
Benefits	4,031	3,613	3,613
Operating Expenses			
Services and Supplies	130	16,319	16,319
Facility and Operations	38,538	24,943	24,943
Professional Service	13,010	5,603	5,603
SUBTOTAL	\$ 73,236	\$ 66,188	\$ 66,188
DIRECT CARE COSTS			
Salaries	\$503,600	\$435,206	\$435,206
Benefits	99,515	97,565	97,565
Operating Expenses			
Travel/Transportation	6,569	7,979	7,979
Services and Supplies	23,143	29,085	29,085
Professional Service	3,763	13,803	13,803
Client Medical Transportation	22,543	12,059	12,059
SUBTOTAL	\$659,133	\$595,697	\$ 595,697
TOTAL COSTS	\$732,369	\$661,885	\$ 661,885

2. Non-Medical Case Management Services - Client Advocacy			
		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
1	ADMINISTRATIVE COSTS		
2			
3	Salaries	\$ 197	\$ 197
4	Benefits	45	45
5	Operating Expenses		
6	Services and Supplies	3,222	3,222
7	Facility and Operations	5,651	5,651
8	Professional Service	1,155	1,155
9	SUBTOTAL	\$ 10,270	\$ 10,270
10			
11	DIRECT CARE COSTS		
12	Salaries	\$ 63,570	\$ 63,570
13	Benefits	14,621	14,621
14	Operating Expenses		
15	Travel/Transportation	620	620
16	Services and Supplies	7,369	7,369
17	Professional Service	1,050	1,050
18	Client Medical Transportation	6,093	5,285
19	SUBTOTAL	\$ 92,515	\$ 92,515
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21	TOTAL COSTS	\$102,785	\$102,785
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		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
1	3. MAI Case Management		
2			
3	ADMINISTRATIVE COSTS		
4	Salaries	\$ 6,010	\$ 1,590
5	Benefits	<u>1,218</u>	366
6	Operating Expenses		
7	Services and Supplies	<u>649</u>	4,052
8	Facility and Operations	<u>6,987</u>	6,987
9	Professional Service	<u>1,428</u>	1,428
10	SUBTOTAL	<u>\$ 16,292</u>	\$ 14,423
11			
12	DIRECT CARE COSTS		
13	Salaries	<u>\$ 98,266</u>	\$ 95,743
14	Benefits	<u>22,601</u>	22,021
15	Operating Expenses		
16	Travel/Transportation	<u>1,129</u>	1,129
17	Services and Supplies	<u>15,912</u>	5,684
18	Prizes/Incentives	<u>0</u>	200
19	Professional Service	<u>800</u>	800
20	Client Medical Transportation	<u>7,934</u>	4,226
21	SUBTOTAL	<u>\$146,642</u>	\$129,803
22			
23	TOTAL COSTS	<u>\$162,934</u>	\$144,226
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		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
1	4. Benefits Counseling		
2			
3	ADMINISTRATIVE COSTS		
4	Salaries	\$ 437	\$ 437
5	Benefits	100	100
6	Operating Expenses		
7	Services and Supplies	3,381	3,381
8	Facility and Operations	12,229	12,229
9	Professional Service	2,553	2,553
10	SUBTOTAL	\$ 18,700	\$ 18,700
11			
12	DIRECT CARE COSTS		
13	Salaries	\$133,297	\$133,297
14	Benefits	30,658	30,658
15	Operating Expenses		
16	Travel/Transportation	1,100	1,100
17	Services and Supplies	3,020	3,020
18	Professional Service	225	225
19	SUBTOTAL	\$168,300	\$168,300
20			
21	TOTAL COSTS	\$187,000	\$187,000
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		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
1	5. Nutritional Supplements		
2			
3	ADMINISTRATIVE COSTS		
4	Salaries	\$ 3,269	\$ 3,269
5	Benefits	752	752
6	Operating Expenses		
7	Services and Supplies	681	681
8	Facility and Operations	877	877
9	Professional Service	179	179
10	SUBTOTAL	\$ 5,758	\$ 5,758
11			
12	DIRECT CARE COSTS		
13	Salaries	\$ 7,221	\$ 7,555
14	Benefits	1,661	1,661
15	Operating Expenses		
16	Services and Supplies	506	506
17	Nutritional Supplements	72,438	-42,438
18	SUBTOTAL	\$81,826	\$51,826
19			
20	TOTAL COSTS	\$87,584	\$57,584
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1	6. Food Bank Services		
2	ADMINISTRATIVE COSTS		<u>PERIOD ONE</u> <u>PERIOD TWO</u>
3	Salaries	\$ 5,856	\$ 5,856 \$ 5,856
4	Benefits	1,347	1,347 1,347
5	Operating Expenses		
6	Services and Supplies	1,088	1,088 1,088
7	Facility and Operations	1,336	1,336 1,336
8	Professional Service	273	273 273
9	SUBTOTAL	\$ 9,900	\$ 9,900 \$ 9,900
10			
11	DIRECT CARE COSTS		
12	Salaries	\$ 11,105	\$ 11,105 \$ 11,105
13	Benefits	2,554	2,554 2,554
14	Operating Expenses		
15	Travel/Transportation	83	83 83
16	Services and Supplies	1,504	1,504 1,504
17	Professional Service	67	67 67
18	Food Expenses	102,492	72,492 72,492
19	Non-Food Expenses	1,295	1,295 1,295
20	SUBTOTAL	\$ 119,100	\$ 89,100 \$ 89,100
21			
22	TOTAL COSTS	\$129,000	\$ 99,000 \$ 99,000
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		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
1	7. Mental Health Services		
2			
3	ADMINISTRATIVE COSTS		
4	Salaries	\$ 5,385	\$ 5,385
5	Benefits	<u>1,238</u>	<u>1,238</u>
6	Operating Expenses		
7	Services and Supplies	<u>3,014</u>	<u>3,014</u>
8	Facility and Operations	<u>4,901</u>	<u>4,901</u>
9	Professional Service	<u>1,001</u>	<u>1,001</u>
10	SUBTOTAL	<u>\$ 15,539</u>	<u>\$ 15,539</u>
11			
12	DIRECT CARE COSTS		
13	Salaries	<u>\$108,784</u>	<u>\$108,784</u>
14	Benefits	<u>21,988</u>	<u>21,988</u>
15	Operating Expenses		
16	Travel/Transportation	<u>406</u>	<u>406</u>
17	Services and Supplies	<u>4,984</u>	<u>4,984</u>
18	Professional Service	<u>23</u>	<u>23</u>
19	Subcontractor	<u>3,675</u>	<u>3,675</u>
20	SUBTOTAL	<u>\$139,860</u>	<u>\$139,860</u>
21			
22	TOTAL COSTS	<u>\$155,399</u>	<u>\$155,399</u>
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1 **8. Health Insurance Premium/Cost Sharing and Emergency Financial Assistance for**
 2 **Medications**

		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
4	ADMINISTRATIVE COSTS		
5	Salaries	\$ 2,785	\$ 2,785
6	Benefits	640	640
7	Operating Expenses		
8	Services and Supplies	270	270
9	Facility and Operations	200	200
10	Professional Service	41	41
11	SUBTOTAL	\$ 3,936	\$ 3,936
12			
13	DIRECT CARE COSTS		
14	Operating Expenses	\$ 0	
15	Medical/ Insurance Payments	-30,427	-30,427
16	Specialty Payments	-5,000	-5,000
17	SUBTOTAL	\$ 35,427	\$ 35,427
18		5,000	
19	TOTAL COSTS	\$ 39,363	\$ 39,363
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21		\$49,363	

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		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
1	9. Home Health Care Services		
2			
3	ADMINISTRATIVE COSTS		
4	Salaries	\$ 8,615	\$ 8,615
5	Benefits	1,982	1,982
6	Operating Expenses		
7	Services and Supplies	837	837
8	Facility and Operations	618	618
9	Professional Service	<u>126</u>	<u>126</u>
10	SUBTOTAL	\$ 12,178	\$ 12,178
11			
12	DIRECT CARE COSTS		
13	Operating Expenses	\$ 0	
14	C.N.A. Services	\$ 101,290	\$ 101,290
15	Homemaker	6,000	6,000
16	Professional Nursing	1,960	1,960
17	Specialized Care/DME	<u>13,572</u>	<u>13,572</u>
18	SUBTOTAL	\$ 122,822	\$ 122,822
19		13,572	
20	TOTAL COSTS	\$ 135,000	\$ 135,000
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22		<u>\$ 105,000</u>	
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10. Medical Transportation Services

		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
ADMINISTRATIVE COSTS			
Salaries	\$ 8,467	\$ 2,220	\$ 2,220
Benefits	1,860	510	510
Operating Expenses			
Services and Supplies	131	3,525	3,525
Facility and Operations	6,805	5,970	5,970
Professional Service	1,223	1,223	1,223
SUBTOTAL	\$ 18,486	\$ 13,448	\$ 13,448
DIRECT CARE COSTS			
Salaries	\$ 70,311	\$ 55,593	\$ 55,593
Benefits	29,336	12,786	12,786
Operating Expenses			
Travel/Transportation	11	11	11
Services and Supplies	42,880	32,058	32,058
Professional Service	93	93	0
Direct Client Assistance	13,613	14,059	14,059
Vehicle Maintenance	10,137	6,819	6,819
SUBTOTAL	\$ 166,381	\$ 121,419	\$ 121,419
TOTAL COST	\$ 184,867	\$ 134,867	\$ 134,867

11. TOTAL CONTRACT COSTS **\$1,987,517** ~~\$1,717,109~~ **\$1,717,109**

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

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

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

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

14 G. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION

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

17
 18 a. CFDA Year: 2012
 19 CFDA No.: 14.241
 20 Program Title: Housing Opportunities for Persons with AIDS (indirect)
 21 Federal Agency: Department of Housing and Urban Development
 22 Award Name: Housing Opportunities for Persons with AIDS (indirect)
 23 Amount: \$129,336 (estimated)

24 b. CFDA Year: 2012
 25 CFDA No.: 93.914
 26 Program Title: HIV Emergency Relief Project Grants (B)
 27 Federal Agency: Department of Health and Human Services
 28 Award Name: HIV Emergency Relief Projects Grants (B) (Ryan White Part A)
 29 Amount: \$3,566,290 ~~\$3,434,218~~ (estimated)

30
 31 2. CONTRACTOR may be required to have an audit conducted in accordance with federal
 32 OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal
 33 audit requirements within the reporting period specified by OMB Circular Number A-133.

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

36 //
 37 //

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

- 2 1. purchase or improve land, or to purchase, construct or permanently improve any building or
- 3 other facility (other than minor remodeling),
- 4 2. cash payments to service recipients,
- 5 3. development of materials designed to promote or encourage intravenous drug use or sexual
- 6 activity, whether homosexual or heterosexual,
- 7 4. the purchase of vehicles without written Grants Management Officer approval,
- 8 5. non-targeted marketing or promotions or advertising about HIV services that target the
- 9 general public,
- 10 6. broad-scope awareness activities about HIV services that target the general public, outreach
- 11 activities,
- 12 7. outreach activities that have HIV prevention education as their exclusive purpose,
- 13 8. influencing or attempting to influence members of Congress and other Federal personnel,
- 14 and
- 15 9. foreign travel.

16
17 **III. CLIENT GRIEVANCE REVIEW AND RESOLUTION POLICY**

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

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

30
31 **IV. GENERAL STAFFING REQUIREMENTS**

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

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

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

5
6 **V. PAYMENTS**

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

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

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

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

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

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

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

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

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

6 7 **VI. REPORTS**

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

14 B. FISCAL

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

23 2. CONTRACTOR shall submit quarterly Year-End Projection Reports to
24 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR
25 and shall report anticipated units of services to be provided, and projected year-end actual costs and
26 revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this
27 Exhibit A to the Agreement. Such reports shall include the actual monthly costs and revenues as of the
28 date submitted and anticipated monthly costs and revenues projected through year-end. Year-End
29 Projection Reports shall be due on the following dates: April 22, 2013; June 20, 2013; September 20,
30 2013; December 3, 2013; April 22, 2014; June 20, 2014; September 22, 2014, and December 3, 2014
31 unless otherwise agreed to in writing by ADMINISTRATOR.

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

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

9 E. RWDR/RSR – CONTRACTOR shall submit to ADMINISTRATOR in a format provided or
10 approved by ADMINISTRATOR, documentation of services provided, including characteristics of
11 clients receiving those services and descriptive information about CONTRACTOR’s organization.
12 RWDR/RSR documentation shall be received by ADMINISTRATOR no later than February 1 for the
13 preceding calendar year.

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

23 G. QM REPORTS – CONTRACTOR shall submit an annual QM Report with appropriate
24 signature(s) to ADMINISTRATOR for this Agreement. The QM Report shall be due by March 31,
25 2014 and March 31, 2015. The QM Report shall be submitted in a format provided or approved by
26 ADMINISTRATOR. The QM Report shall include but not be limited to:

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

31 H. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as required by
32 ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder.
33 ADMINISTRATOR shall be specific as to the nature of information requested and, when possible, shall
34 allow thirty (30) calendar days for CONTRACTOR to respond.

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VII. SERVICES

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

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

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

19 3. Unless otherwise stated, CONTRACTOR shall verify eligibility for services including.
20 Basic eligibility for all Ryan White services include proof of HIV status, proof of residency within
21 Orange County and lack of other sources of services. Additional eligibility requirements are indicated
22 in the Eligibility Subparagraph for each service section below. Eligibility shall be verified at minimum
23 every six (6) months.

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

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

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

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

12 B. MEDICAL CASE MANAGEMENT SERVICES

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

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

26 2. SCOPE OF SERVICES

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

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

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

35 d. CONTRACTOR shall provide Medical Case Management activities as follows and
36 shall include written justification for providing services to individual clients in the client's home, in the

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hospital, or at any location other than CONTRACTOR's offices. All activities relate to the client's care shall be documented in the client record. CONTRACTOR shall conduct the following activities:

1) Client Intake:

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

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

2) Comprehensive Assessment:

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

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

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

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

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

e) Maintain regular and appropriate contact with clients or with person(s) responsible for providing care, in the case of dependent clients. Periodicity should be based on client

1 need and acuity level and on minimum standards set by ADMINISTRATOR in the Standards of Care,
2 as noted above.

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

5 4) ISP:

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

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

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

12 5) Referral/Advocacy and Coordination of Services:

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

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

18 6) Follow-Up and Monitoring:

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

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

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

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

28 7) Coordination of Medical Care:

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

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

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

33 8) Service Closure:

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

35 b) Make reasonable and appropriate attempts to locate and communicate with
36 clients lost to follow-up before terminating services. The case manager may refer the case to an
37 outreach worker in an attempt to bring the client back into care if attempts to locate client have been

1 | unsuccessful. Referrals to the outreach worker shall be documented in the client's chart as part of a
2 | termination plan.

3 | c) Close out the client in the data collection system within thirty (30) days of
4 | service closure.

5 | e. **MEDICAL CASE MANAGEMENT LEVELS**

6 | 1) Medical Case Management levels and service intervals are determined first and
7 | foremost by client needs as assessed by the case manager and by best practices identified by the
8 | community.

9 | 2) **CONTRACTOR** shall adhere to Standards of Care, determined by the community
10 | and provided by **ADMINISTRATOR**, in providing services. For the purposes of this Agreement, the
11 | following is provided as a guideline for assignment of clients to Medical Case Management and
12 | determination of staff caseloads:

13 | a) **Basic** – The least intensive level of case management for low-acuity clients
14 | who need only minimal assistance and support to meet needs. Staff performing basic level case
15 | management shall have a minimum of Bachelor's degree in a social service field or comparable case
16 | management experience. Basic level case management requires, at minimum, quarterly contact with
17 | clients and semi-annual (every six months) reassessments of needs. Caseloads are generally expected to
18 | be eighty-one (81) to one-hundred-ten (110) clients per Case Manager.

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

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

32 | f. **MEDICAL TRANSPORTATION – BUS PASSES AND ACCESS COUPONS**

33 | 1) Bus passes and/or **ACCESS** coupons may be provided to Medical Case
34 | Management clients who are living at or below one hundred fifty percent (150%) of the Federal poverty
35 | level and are not eligible for medical transportation services under health insurance coverage or other
36 | funding source. Services must be consistent with Standards of Care for Medical Transportation
37 | provided by **ADMINISTRATOR**.

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

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

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

10 1) Medical Case Management:

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

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

15 c) Increased ability to get to medical care as measured in Client Satisfaction
16 Survey; and

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

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

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

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

		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
Basic – Bachelor’s Level			
Face-to-face contacts	<u>430</u>	279	279
Unduplicated clients	<u>195</u>	155	155
Moderate - Bachelor’s Level			
Face-to-face contacts	<u>180</u>	180	180
Unduplicated clients	<u>50</u>	50	50
Moderate - Master’s			
Face-to-face contacts	<u>238</u>	238	238
Unduplicated clients	<u>66</u>	66	66
Intensive			
Face-to-face contacts	<u>972</u>	972	972
Unduplicated clients	<u>180</u>	180	180
MEDICAL TRANSPORTATION			
Reduced fare daily bus passes		900	900
Regular fare daily bus passes	<u>1475</u>	176	176
Reduced fare monthly bus passes	<u>251</u>	165	165
Regular fare monthly bus passes	<u>365</u>	43	43
ACCESS	<u>43</u>	1,128	1,128
Unduplicated clients	<u>2648</u>	102	102
	<u>177”</u>		

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5. STAFFING – Medical Case Management

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

		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
ADMINISTRATIVE STAFF	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
Director – Finance and Operations	0.0396	0.0310	0.0310
Senior Accountant	0.0396	0.0310	0.0310
Accounting Clerk	0.0396	0.0310	0.0310
Staff Accountant	0.0396	0.0310	0.0310
Network Administrator	0.0396	0.0310	0.0310
Data Programmer	0.0396	0.0310	0.0310
Executive Assistant	0.0000	0.0186	0.0186
Executive Director	0.0372	0.0371	0.0371
SUBTOTAL	0.2748	0.2417	0.2417
DIRECT CARE STAFF			
Director of Clinical Services	0.5935	0.5129	0.5129
Supervising Nurse Case Manager	0.5172	0.4469	0.4469
Nursing Case Manager	2.0687	1.7876	1.7876
Case Management Assistant	0.7206	0.6228	0.6228
Supervising Social Worker	0.6613	0.5715	0.5715
Social Workers	1.6787	1.4506	1.4506
Social Services Case Supervisor	0.5028	0.4345	0.4345
Social Services Case Manager	1.4260	1.2323	1.2323
SUBTOTAL	8.1688	7.0591	7.0591
TOTAL FTEs	8.4436	7.3008	7.3008

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

C. NON-MEDICAL CASE MANAGEMENT - CLIENT ADVOCACY

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

1 2. SCOPE OF SERVICES

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

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

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

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

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

20 c. MEDICAL TRANSPORTATION – BUS PASSES AND ACCESS COUPONS

21 1) Bus passes and/or ACCESS coupons may be provided to Client Advocacy clients
22 who are living at or below one hundred fifty percent (150%) of the Federal poverty level and are not
23 eligible for medical transportation services under health insurance coverage or other funding source.
24 Services must be consistent with Standards of Care for Medical Transportation provided by
25 ADMINISTRATOR.

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

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

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

35 1) For Client Advocacy, client linkage to services

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

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

	<u>Units of Service</u>	<u>PERIOD ONE</u> <u>Units of Service</u>	<u>PERIOD TWO</u> <u>Units of Service</u>
Client Advocacy			
Encounters	<u>610</u>	600	600
Unduplicated clients	<u>250</u>	250	250
Medical Transportation			
Reduced fare daily passes	<u>1368</u>	1,368	1,368
Regular fare daily bus passes	<u>58</u>	43	43
Reduced fare monthly bus passes	<u>111</u>	96	96
Regular fare monthly bus passes	<u>15</u>	15	15
ACCESS	<u>227</u>	102	102
Unduplicated clients	<u>55</u>	50	50

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

		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
ADMINISTRATIVE STAFF	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
Director – Finance & Ops	0.0006	0.0006	0.0006
Senior Accountant	0.0006	0.0006	0.0006
Accounting Clerk	0.0006	0.0006	0.0006
Staff Accountant	0.0006	0.0006	0.0006
Network Administrator	0.0006	0.0006	0.0006
Data Programmer	0.0006	0.0006	0.0006
— Executive Assistant		<u>0.0001</u>	<u>0.0001</u>
SUBTOTAL	<u>0.0036</u>	<u>0.0037</u>	<u>0.0037</u>
DIRECT CARE STAFF			
Director of Clinical Services	0.0825	0.0825	0.0825
Case Management Assistant	0.1238	0.1238	0.1238
Social Services Case Supv.	0.1098	0.1089	0.1089
Social Services Case Manager	0.1280	<u>1.1280</u>	<u>1.1280</u>
SUBTOTAL	<u>0.4432</u>	<u>1.4432</u>	<u>1.4432</u>
TOTAL FTEs	<u>0.4468</u>	<u>1.4469</u>	<u>1.4469</u>

D. MEDICAL CASE MANAGEMENT SERVICES - MAI

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

- a. initial assessment of service needs;
- b. development of a comprehensive, individualized service plan;
- c. coordination of services required to implement the plan;

- d. monitoring of client to assess the efficacy of the plan;
- e. periodic re-evaluation and adaptation of the plan; and
- f. clear documentation of assessment, plan, and referrals.

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 appropriate levels of health and support services.

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

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

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

1) Client Intake:

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

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

2) Comprehensive Assessment:

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

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

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

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

14
 15 e) Maintain regular and appropriate contact with clients or with person(s)
 16 responsible for providing care, in the case of dependent clients. Periodicity should be based on client
 17 need and acuity level and on minimum standards set by ADMINISTRATOR in the Standards of Care,
 18 as noted above.

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

21 4) ISP:

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

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

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

28 5) Referral/Advocacy and Coordination of Services:

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

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

34 6) Follow-Up and Monitoring:

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

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

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

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

8 7) Coordination of Medical Care:

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

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

12 c) Communicate barriers to adherence to client’s medical care providers.

13 8) Service Closure:

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

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

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

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

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

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

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

36 b) Moderate – Clients with moderate acuity and regular, ongoing need for
37 assistance and support to meet needs. Staff performing moderate level case management shall have a

1 minimum of Bachelor's degree in a social service field or comparable case management experience.
 2 Moderate level case management requires, at minimum, monthly contact with clients and face-to-face
 3 quarterly (every three months) reassessment of needs. Moderate level case loads are generally expected
 4 to be fifty-one (51) to eighty (80) clients.

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

12 f. MEDICAL TRANSPORTATION – BUS PASSES AND ACCESS COUPONS

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

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

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

23 g. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation
 24 requirements, including development and implementation of a Quality Management Plan. Unless
 25 modified by agreement, in writing, by ADMINISTRATOR and CONTRACTOR, outcome measures
 26 will include the following:

27 1) Medical Case Management:

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

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

32 c) Increased ability to get to medical care as measured in Client Satisfaction
 33 Survey; and

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

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

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

3 3. UNITS OF SERVICE - MEDICAL CASE MANAGEMENT SERVICES – MAI -
 4 CONTRACTOR shall, at minimum, provide the following units of service:

		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
AFRICAN AMERICAN			
Basic – Bachelor’s Level			
Face-to-face contacts	36	22	22
Unduplicated clients	15	12	12
Moderate - Bachelor’s Level			
Face-to-face contacts	36	36	36
Unduplicated clients	10	10	10
Moderate - Master’s or Nurse Case Manager			
Face-to-face contacts	18	18	18
Unduplicated clients	5	5	5
Intensive			
Face-to-face contacts	65	65	65
Unduplicated clients	12	12	12
LATINO			
Basic – Bachelor’s Level			
Face-to-face contacts	101	72	72
Unduplicated clients	50	40	40
Moderate - Bachelor’s Level			
Face-to-face contacts	94	94	94
Unduplicated clients	26	26	26
Moderate - Master’s or Nurse Case Manager			
Face-to-face contacts	36	36	36
Unduplicated clients	10	10	10
Intensive			
Face-to-face contacts	70	70	70
Unduplicated clients	13	13	13

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		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
		<u>Units of Service</u>	<u>Units of Service</u>
3	Medical Transportation		
4	Reduced fare daily bus passes	853	853
5	Regular fare daily bus passes	47	17
6	Reduced fare monthly bus passes	124	49
7	Regular fare monthly bus passes	25	5
8	ACCESS coupons	700	500
9	Unduplicated clients	52	32

5. STAFFING - MEDICAL CASE MANAGEMENT SERVICES – MAI

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

		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
16	ADMINISTRATIVE STAFF		
17	Director – Finance and Operations	0.0177	0.0040
18	Senior Accountant	0.0177	0.0040
19	Accounting Clerk	0.0177	0.0040
20	Staff Accountant	0.0177	0.0040
21	Network Administrator	0.0177	0.0040
22	Data Programmer	0.0177	0.0040
23	Executive Assistant	0.0000	0.0006
24	Executive Director	0.0019	0.0019
25	SUBTOTAL	0.1080	0.0268
26	DIRECT CARE STAFF		
27	Director of Clinical Services	0.0396	0.0386
28	Supervising Nurse Case Manager	0.0825	0.0803
29	Nurse Case Managers	0.3298	0.3212
30	Social Worker Supervisor	0.0951	0.0927
31	Social Workers	0.3885	0.3784
32	Social Services Case Manager	0.8729	0.8505
33	SUBTOTAL	1.8084	1.7617
34	TOTAL FTEs	1.9164	1.7885
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1 b. CONTRACTOR shall make its best effort to hire staff with bilingual capabilities in
2 Spanish/English to assist with case management services.

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

5 E. BENEFITS COUNSELING

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

14 2. SCOPE OF SERVICES

15 a. General Benefits Counseling: CONTRACTOR shall provide Benefits Counseling
16 activities as follows:

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

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

22 3) Provide consultation and advice regarding benefits programs;

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

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

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

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

27 1) Screen clients to determine eligibility for Ryan White, LIHP, and other private and
28 public programs.

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

31 c. Comply with ADMINISTRATOR’s program evaluation requirements, including
32 development and implementation of a Quality Management Plan. Unless modified by agreement, in
33 writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for these services will include
34 client’s increased understanding of benefits available to them.

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

		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
		<u>Units of Service</u>	<u>Units of Service</u>
8	General Benefits Counseling		
9	15-minute session	<u>1,986</u>	1,500
10	Unduplicated clients	<u>250</u>	1,500
11	Eligibility Screening		
12	15-minute session	<u>5,900</u>	4,400
13	Unduplicated clients	<u>605</u>	500

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

		PERIOD ONE	PERIOD TWO
ADMINISTRATIVE STAFF	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
Director – Finance and Operations	<u>0.0150</u>	<u>0.0010</u>	<u>0.0010</u>
Senior Accountant	<u>0.0150</u>	<u>0.0010</u>	<u>0.0010</u>
Accounting Clerk	<u>0.0150</u>	<u>0.0010</u>	<u>0.0010</u>
Staff Accountant	<u>0.0150</u>	<u>0.0010</u>	<u>0.0010</u>
Network Administrator	<u>0.0150</u>	<u>0.0010</u>	<u>0.0010</u>
Data Programmer	<u>0.0150</u>	<u>0.0010</u>	<u>0.0010</u>
Executive Assistant		<u>0.0006</u>	<u>0.0006</u>
Executive Director	<u>0.0082</u>	<u>0.0006</u>	<u>0.0006</u>
SUBTOTAL	<u>0.0980</u>	<u>0.0072</u>	<u>0.0072</u>
DIRECT CARE STAFF	<u>0.0783</u>		
Director – Clinical Services	<u>3.3741</u>	<u>0.0783</u>	<u>0.0783</u>
Benefits Counselor I	<u>0.7832</u>	<u>1.5664</u>	<u>1.5664</u>
Eligibility Screener	<u>0.0006</u>	<u>0.7832</u>	<u>0.7832</u>
Social Services Case Managers	<u>0.6657</u>	<u>0.6657</u>	<u>0.6657</u>
Social Services Case Supervisor	<u>0.0979</u>	<u>0.0979</u>	<u>0.0979</u>
SUBTOTAL	<u>4.9998</u>	<u>3.1915</u>	<u>3.1915</u>
TOTAL FTEs	<u>5.0978</u>	<u>3.1987</u>	<u>3.1987</u>

F. NUTRITIONAL SUPPLEMENTS

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

2. ELIGIBILITY

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

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

1 3) Are living at or below one hundred fifty percent (150%) of the federal poverty
2 level;

3 4) Have a prescription from his/her physician or a written recommendation from a
4 registered dietician, registered nurse, or nurse practitioner;

5 5) Do not have, or have exhausted, benefits covering nutritional supplements under
6 insurance coverage. CONTRACTOR shall assist clients who cannot utilize benefits due to an inability
7 to pay co-payments in applying for services through the Health Insurance Premium/Cost Sharing and
8 Emergency Financial Assistance for Medications program as defined in Subparagraph H below.

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

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

12 3. SCOPE OF SERVICES – CONTRACTOR shall:

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

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

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

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

22 b. CONTRACTOR shall comply with ADMINISTRATOR’s program evaluation
23 requirements, including development and implementation of a Quality Management Plan. Unless
24 modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for
25 Nutritional Supplements shall include maintained or increased weight as a result of receiving
26 supplements.

27 4. UNITS OF SERVICE - NUTRITIONAL SUPPLEMENTS

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

30 Units of Nutritional Supplements	<u>2,356</u>	1,576	1,576
31 Unduplicated clients	<u>214</u>	214	214

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

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5. STAFFING ~~NUTRITIONAL SUPPLEMENTS~~ (Nutritional Supplements) –
 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>	<u>PERIOD ONE</u> <u>FTEs</u>	<u>PERIOD TWO</u> <u>FTEs</u>
ADMINISTRATIVE STAFF			
Director – Finance and Operations	0.0098	0.0081	0.0081
Senior Accountant	0.0098	0.0081	0.0081
Accounting Clerk	0.0098	0.0081	0.0081
Staff Accountant	0.0098	0.0081	0.0081
Network Administrator	0.0098	0.0081	0.0081
Data Programmer	0.0098	0.0081	0.0081
Executive Assistant		0.0102	0.0102
Executive Director	0.0005	0.0005	0.0005
SUBTOTAL	<u>0.0593</u>	<u>0.0593</u>	<u>0.0593</u>
DIRECT CARE STAFF			
Director of Support Services	0.0118	0.0118	0.0118
Food Pantry Coordinator	0.1185	0.1185	0.1185
Director of Volunteer Services Coordinator	0.0348	0.0348	0.0348
SUBTOTAL	<u>0.1651</u>	<u>0.1651</u>	<u>0.1651</u>
TOTAL FTEs	<u>0.2244</u>	<u>0.2244</u>	<u>0.2244</u>

G. FOOD BANK SERVICES

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

2. ELIGIBILITY

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

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

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1 3) Are living at or below one hundred fifty percent (150%) of the federal poverty
2 level; and

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

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

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

9 3. SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

29 1) Maintained or improved weight; and

30 2) Increased ability to take medications.

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

		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
		<u>Units of Service</u>	<u>Units of Service</u>
Food Orders	<u>3794</u>	2,912	2,912
Unduplicated clients	<u>321</u>	321	321

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

	<u>FTEs</u>	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
		<u>FTEs</u>	<u>FTEs</u>
ADMINISTRATIVE STAFF			
Director – Finance and Operations	<u>0.0189</u>	0.0166	0.0166
Senior Accountant	<u>0.0189</u>	0.0166	0.0166
Accounting Clerk	<u>0.0189</u>	0.0166	0.0166
Staff Accountant	<u>0.0189</u>	0.0166	0.0166
Network Administrator	<u>0.0189</u>	0.0166	0.0166
Data Programmer	<u>0.0123</u>	0.0166	0.0166
Executive Assistant		0.0075	0.0075
Executive Director	<u>0.0002</u>	<u>0.0002</u>	<u>0.0002</u>
SUBTOTAL	<u>0.1073</u>	0.0940	0.0940
DIRECT CARE STAFF			
Director of Support Services	<u>0.0702</u>	0.0702	0.0702
Director of Volunteer Services	<u>0.0236</u>	0.0236	0.0236
Food Pantry Coordinator	<u>0.1171</u>	0.1171	0.1171
Drivers	<u>0.0236</u>	0.0236	0.0236
SUBTOTAL	<u>0.2345</u>	0.2345	0.2345
TOTAL FTEs	<u>0.3216</u>	0.3285	0.3285

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1 H. MENTAL HEALTH SERVICES

2 1. DEFINITION - Psychological and psychiatric treatment and counseling services offered to
3 individuals with a diagnosed mental condition provided by a mental health professional licensed or
4 authorized within the state to render such services. This typically includes psychiatrists, psychologists,
5 marriage and family therapist, licensed clinical social workers, and appropriate interns. Services may
6 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 three hundred percent (300%) of the Federal poverty level;

12 and

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

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

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

20 3. SCOPE OF SERVICES

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

24 1) Client Intake:

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

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

34 2) Comprehensive Assessment:

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

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

5 3) ITP:

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

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

10 4) Treatment Provision:

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

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

16 5) Referrals / Coordination of Services / Linkages: Develop linkages with other

17 community providers and mental health resources for client referrals, as appropriate. These providers
18 and resources shall include, but not be limited to, other Orange County HIV care and treatment
19 programs, case managers, and HIV education/prevention programs designed to prevent HIV
20 transmission; and

21 6) Service Closure:

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

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

25 b. CONTRACTOR shall comply with ADMINISTRATOR’s program evaluation
26 requirements, including development and implementation of a Quality Management Plan. Unless
27 modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for
28 Mental Health services will include the following:

- 29 1) Development of individual treatment plans;
- 30 2) Met goals stated in individual treatment plans; and
- 31 3) Increased ability to cope with HIV disease as measured in Client Satisfaction

32 Survey.

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4. UNITS OF SERVICE - MENTAL HEALTH SERVICES

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>Units of Service</u>	<u>Units of Service</u>
One-on-One Counseling Units	1,450	1,450
Unduplicated Clients	134	134
Group Counseling Units	524	524

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

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

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

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

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

		<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
ADMINISTRATIVE STAFF	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
Director – Finance and Operations	<u>0.0157</u>	<u>0.0141</u>	<u>0.0141</u>
Senior Accountant	<u>0.0157</u>	<u>0.0141</u>	<u>0.0141</u>
Accounting Clerk	<u>0.0157</u>	<u>0.0141</u>	<u>0.0141</u>
Staff Accountant	<u>0.0157</u>	<u>0.0141</u>	<u>0.0141</u>
Network Administrator	<u>0.0157</u>	<u>0.0141</u>	<u>0.0141</u>
Data Programmer	<u>0.0157</u>	<u>0.0141</u>	<u>0.0141</u>
Executive Assistant		<u>0.0098</u>	<u>0.0098</u>
Executive Director	<u>0.0022</u>	<u>0.0020</u>	<u>0.0020</u>
SUBTOTAL	<u>0.0964</u>	<u>0.0964</u>	<u>0.0964</u>
DIRECT CARE STAFF			
Director of Clinical Services	<u>0.0409</u>	<u>0.0409</u>	<u>0.0409</u>
Director of Mental Health Services	<u>0.5648</u>	<u>0.5648</u>	<u>0.5648</u>
Mental Health Counselors	<u>0.5524</u>	<u>0.5524</u>	<u>0.5524</u>
SUBTOTAL	<u>1.1581</u>	<u>1.1581</u>	<u>1.1581</u>
TOTAL FTEs	<u>1.2545</u>	<u>1.2545</u>	<u>1.2545</u>

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

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

29 1. DEFINITION

30 a. Health Insurance Premium/Cost Sharing: The provision of financial assistance on
 31 behalf of eligible individuals living with HIV to maintain continuity of health insurance or to receive
 32 medical benefits under a health insurance program. This includes premium payments, risk pools, co-
 33 payments, and deductibles.

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

2. ELIGIBILITY

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

- 1) Meet Ryan White eligibility requirements;
- 2) Meet the income criteria for the ADAP with no co-payment requirement; and
- 3) Are not covered by other funding sources.

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

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

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

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

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

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

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

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

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

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

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

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1 4. UNITS OF SERVICE (Health Insurance/Emergency Financial Assistance) ~~—HEALTH~~
 2 ~~INSURANCE PREMIUM/COST SHARING AND EMERGENCY FINANCIAL ASSISTANCE FOR~~
 3 ~~MEDICATIONS~~

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

	<u>Units of Service</u>	<u>PERIOD ONE</u> <u>Units of Service</u>	<u>PERIOD TWO</u> <u>Units of Service</u>
Insurance Premium			
Payments	<u>43</u>	40	40
Unduplicated Clients	<u>8</u>	8	8
Co-Payment			
Payments	<u>383</u>	216	216
Unduplicated Clients	<u>6</u>	6	6
Medication Payments			
Payments	<u>56</u>	56	56
Unduplicated Clients	<u>38</u>	38	38

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

20 5. STAFFING ~~—HEALTH—INSURANCE—PREMIUM/COST—SHARING—AND~~
 21 ~~EMERGENCY FINANCIAL ASSISTANCE FOR MEDICATIONS—~~ (Health Insurance/Emergency
 22 Financial Assistance) — CONTRACTOR shall, at a minimum, provide the following paid staff expressed
 23 in FTEs, which shall be equal to an average of forty (40) hours worked per week:

	<u>FTEs</u>	<u>PERIOD ONE</u> <u>FTEs</u>	<u>PERIOD TWO</u> <u>FTEs</u>
ADMINISTRATIVE STAFF			
Director – Finance and Operations	<u>0.0086</u>	0.0079	0.0079
Senior Accountant	<u>0.0086</u>	0.0079	0.0079
Accounting Clerk	<u>0.0086</u>	0.0079	0.0079
Staff Accountant	<u>0.0086</u>	0.0079	0.0079
Network Administrator	<u>0.0086</u>	0.0079	0.0079
Data Programmer	<u>0.0086</u>	0.0079	0.0079
Executive Assistant	<u>0.0000</u>	0.0039	0.0039
TOTAL	<u>0.0516</u>	0.0513	0.0513

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1 J. HOME HEALTH CARE SERVICES

2 1. DEFINITION

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

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

12 2. ELIGIBILITY

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

- 14 1) Meet Ryan White eligibility requirements;
- 15 2) Are in a Case Management program with, at minimum, regular consultations with a
16 Nurse Case Manager, unless otherwise specified by a physician;
- 17 3) Are living at or below three hundred percent (300%) of federal poverty level;
- 18 4) Have symptoms including, but not limited to, peripheral neuropathy, gait and
19 balance problems, vision loss, cognitive dysfunction, and extreme fatigue and/or weakness, that impair
20 client's ability to carry out normal activities; and
- 21 5) Do not have, or have exhausted, benefits covering home health services under
22 insurance coverage. CONTRACTOR shall assist clients who cannot utilize benefits due to an inability
23 to pay co-payments in applying for services through the Health Insurance Premium/Cost Sharing and
24 Emergency Financial Assistance for Medications program.

25 b. CONTRACTOR shall document verification of eligibility on forms provided or
26 approved by ADMINISTRATOR. CONTRACTOR shall also ensure that documentation of the client's
27 eligible condition is made on the nursing assessment.

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

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

31 3. SCOPE OF SERVICES

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

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

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

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

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

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

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

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

5) Respite Care Services through 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

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 (Home Health Care) ~~HOME HEALTH CARE SERVICES~~

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

	<u>Units of Service</u>	<u>PERIOD ONE</u> <u>Units of Service</u>	<u>PERIOD TWO</u> <u>Units of Service</u>
Certified Nursing Attendant Visits	4074	5,788	5,788
Unduplicated Clients	33	35	35
Homemaker Visits	1950	400	400
Unduplicated Clients	5	5	5
Specialized Care Visit	20	20	20
Unduplicated Clients	10	10	10
DME Item	132	132	132
Unduplicated Clients	33	33	33
Professional Nursing Visits	14	14	14
Unduplicated Clients	3	3	3

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

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

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

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

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

5. STAFFING (Home Health Care) ~~HOME HEALTH CARE SERVICES~~

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

	<u>FTEs</u>	<u>PERIOD ONE</u> <u>FTEs</u>	<u>PERIOD TWO</u> <u>FTEs</u>
ADMINISTRATIVE STAFF			
Director – Finance and Operations	0.0205	0.0258	0.0258
Senior Accountant	0.0205	0.0258	0.0258
Accounting Clerk	0.0205	0.0258	0.0258
Staff Accountant	0.0205	0.0258	0.0258
Network Administrator	0.0205	0.0258	0.0258
Data Programmer	0.0205	0.0258	0.0258
Executive Assistant	0.0000	0.0033	0.0033
TOTAL	0.0123	0.1581	0.1581

b. CONTRACTOR shall ensure that:

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

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

K. MEDICAL TRANSPORTATION SERVICES – VAN AND TAXI RIDES

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

2. ELIGIBILITY

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

1) Meet Ryan White eligibility requirement;

2) Are living at or below one hundred fifty percent (150%) of the Federal poverty level; and

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

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

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

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

3. SCOPE OF SERVICES - MEDICAL TRANSPORTATION SERVICES

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

CONTRACTOR shall conduct the following activities:

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

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

3) Schedule client rides and contact clients with confirmation;

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

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

6) Conduct quarterly safety reviews with staff drivers;

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

3 8) Schedule and maintain records of all vehicle maintenance.

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

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

11 d. CONTRACTOR shall comply with ADMINISTRATOR’s program evaluation
 12 requirements, including development and implementation of a Quality Management Plan. Unless
 13 modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for
 14 this service shall include an increased ability to get to health care appointments.

15 4 UNITS OF SERVICE – MEDICAL TRANSPORTATION SERVICES - CONTRACTOR
 16 shall provide the following services:

	<u>Units of Service</u>	<u>PERIOD ONE</u> <u>Units of Service</u>	<u>PERIOD TWO</u> <u>Units of Service</u>
Unduplicated Clients	130	130	130
One-Way Van Trips	1709	1,500	1,500
One-Way Taxi Trips	627	486	486

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

ADMINISTRATIVE STAFF	<u>FTEs</u>	FTEs	<u>FTEs</u>
Director – Finance and Operations	<u>0.0249</u>	0.0054	<u>0.0054</u>
Senior Accountant	<u>0.0249</u>	0.0054	<u>0.0054</u>
Accounting Clerk	<u>0.0249</u>	0.0054	<u>0.0054</u>
Staff Accountant	<u>0.0249</u>	0.0054	<u>0.0054</u>
Network Administrator	<u>0.0249</u>	0.0054	<u>0.0054</u>
Data Programmer	<u>0.0249</u>	0.0054	<u>0.0054</u>
Executive Assistant	<u>0.0000</u>	0.0069	<u>0.0069</u>
Executive Director	<u>0.0000</u>	0.0006	<u>0.0006</u>
SUBTOTAL	<u>0.0149</u>	0.0399	<u>0.00399</u>
DIRECT CARE STAFF			
Director of Support Service	<u>0.1968</u>	0.1556	<u>0.1556</u>
Transportation Supervisor	<u>0.5833</u>	0.4612	<u>0.4612</u>
Drivers	<u>1.1082</u>	0.8762	<u>0.8762</u>
SUBTOTAL	<u>1.8883</u>	1.4930	<u>1.4930</u>
TOTAL FTEs	<u>1.9032</u>	1.5329	<u>1.5329</u>

24 L. QM PLAN

25 1. CONTRACTOR shall participate in QM activities including, but not limited to, trainings,
 26 development of standards of care, peer reviews, and the establishment of countywide goals and
 27 objectives. Unless modified by agreement of ADMINISTRATOR and CONTRACTOR,
 28 CONTRACTOR shall develop and submit to ADMINISTRATOR a written QM Plan signed by
 29 CONTRACTOR’s authorized representative on February 2, 2015. CONTRACTOR shall participate in
 30 the QM activities established by ADMINISTRATOR and shall adhere to the standards set forth by the
 31 countywide Ryan White QM Committee.

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

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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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