

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

405



**FROM:** Community Health Agency/Department of Public Health

**SUBMITTAL DATE:**  
April 16, 2011

**SUBJECT:** Ratify the Agreement between San Bernardino County, Department of Health and the County of Riverside, Community Health Agency, Department of Public Health for HIV Medical Care, Medical Case Management, Mental Health, Pharmacy Services and Oral Health Services (Contract 11-103) and Early Intervention Services (Contract 11-108).

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Ratify the Agreement (Pharmacy Services and Oral Health Services, Contract 11-103) between San Bernardino County, Department of Health and the County of Riverside, Community Health Agency, Department of Public Health for the performance period of March 1, 2011 through February 29, 2012 in the amount of \$1,047,160.
- 2) Ratify the Agreement (Early Intervention Services, Contract 11-108) between San Bernardino County, Department of Health and the County of Riverside, Community Health Agency, Department of Public Health for the performance period of March 1, 2011 through February 29, 2012 in the amount of \$57,551.

**BACKGROUND:** Continued on page 2

*Susan D. Harrington*  
\_\_\_\_\_  
Susan Harrington, Director of Public Health

VJB/al/ys

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$368,237	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

<b>SOURCE OF FUNDS:</b> 100% funded by the Ryan White CARE and Minority AIDS Initiative Acts through San Bernardino County	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

- Policy
- Policy
- Consent
- Consent

FOR IM APPROVED COUNTY COUNSEL  
 BY: *NEAL R. KIPNIS* (DATE) \_\_\_\_\_  
 Departmental Concurrence

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3.4

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

acomm:

c. Ofc.:

**SUBJECT:** Ratify the Agreement between San Bernardino County, Department of Health and the County of Riverside, Community Health Agency, Department of Public Health for HIV Medical Care, Medical Case Management, Mental Health, Pharmacy Services and Oral Health Services (Contract 11-103) and Early Intervention Services (Contract 11-108).

**RECOMMENDED MOTION: (Continued)**

- 3) Authorize the Chairperson to sign Four (4) originals of each Agreement on behalf of the County.

**BACKGROUND:**

The Ryan White Comprehensive AIDS Resource Act (RWCA) was enacted in 1990 to provide federal funding for comprehensive health and social services for persons living with the Human Immunodeficiency Virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS).

As the payer of last resort, the RWCA is invaluable in filling the gaps in health care and social services for people living with HIV/AIDS. Funds from the RWCA are used to provide HIV care services, including medical, oral and mental health care and treatment and HIV medications enabling people living with HIV to live a longer and healthier life. Funds from this agreement will be used to continue HIV medical, oral, mental and pharmacy services at the Riverside Neighborhood Health Clinic, the Perris Family Care Center and the Indio Family Care Center for the HIV/AIDS patients currently under care.

**FINANCIAL DATA:** These grants do not require any County funds. The entire amount awarded based on the Comprehensive agreements is \$1,104,711. Of that amount, \$368,237, (Contract #11-103 for \$349,053) and (Contract #11-108 for \$19,184) had already been included in the FY 10/11 budget. The remaining \$736,474, (Contract #11-103 for \$698,107) and (Contract #11-108 for \$38,367) will be budgeted and expended as part of the County's FY 11/12 budget process.



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code COUNTYO930	SC	Dept. A	Contract Number 11-1000				
County Department Department of Public Health		Dept.	Orgn.	Contractor's License No.				
County Department Contract Representative Jeri Quick			Telephone (909)388-0255	Total Contract Amount \$ 57,551				
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code 95200		Contract Start Date 03/01/2011	Contract End Date 02/29/2012	Original Amount \$57,551	Amendment Amount \$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$ 57,551		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$		
Project Name Ryan White Program Minority Aids Initiative (MAI)			Estimated Payment Total by Fiscal Year					
			FY	Amount	I/D	FY	Amount	I/D
			10/11	\$19,184	I			
			11/12	\$38,367	I			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Public Health, hereinafter called the County, and

Name  
County of Riverside, Department of Public Health

Address  
P.O. Box 7600

Riverside, CA 92503

Phone                      Birth Date  
(951) 358-5307

Federal ID No. or Social Security No.

hereinafter called Contractor

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County desires to provide medical care and support services for individuals living with Human Immunodeficiency Virus (HIV); and

WHEREAS, County has been allocated funds by the Federal Health Resources and Services Administration to provide such services under the Ryan White HIV/AIDS Treatment Extension Act of 2009; and

WHEREAS, County finds Contractor qualified to provide medical care and support services for individuals living with HIV; and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions:

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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## I. DEFINITIONS

- A. AIDS – Acquired Immunodeficiency Syndrome which is the disease caused by the Human Immunodeficiency Virus.
- B. ARIES – AIDS Regional Information and Evaluation System. Software program that provides the necessary tools to store, analyze and transmit to the Federal Government specified information about HIV and AIDS related services, and the recipients of those services.
- C. Department of Public Health – The Department that provides health and educational services to the residents of San Bernardino County.
- D. HIPAA – Health Insurance Portability and Accountability Act
- E. HIV – Human Immunodeficiency Virus, lentiviruses that infect and destroy helper T-cells of the immune system causing the marked reduction of their numbers that is diagnostic of AIDS, from post infection through the clinical definition of AIDS.
- F. HRSA – Health Resources and Services Administration which is the funding agency for Part A and MAI program services.
- G. IEHPC – Inland Empire HIV Planning Council. The planning body designated by the Federal government that sets service priorities for allocations for expenditures of Ryan White Program.
- H. MAI – Minority AIDS Initiative. MAI funds target racial and ethnic minority communities disproportionately impacted by the disease, by increasing access to care.
- I. OMB – Office of Management and Budget. The office within the executive branch of the Federal government that prepares the annual budget, develops the Federal government's fiscal program, oversees administration of the budget and reviews government regulations.
- J. Part A (formerly known as Title I) - The federally funded portion of the Ryan White Program that provides emergency assistance to localities (TGAs) disproportionately affected by the HIV epidemic.
- K. Program Income – Program Income is gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them. (OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations).
- L. Program Year (PY) – A period of twelve months. As defined by the Federal government, the program year for MAI Contracts is March 1 through February 28.
- M. Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White Program) – The Federal legislation created to address the health care and service needs of people living with HIV, and their families.
- N. TGA – Transitional Grant Area. A Metropolitan area for which there has been reported to and confirmed by the Director of the Centers for Disease Control and Prevention a cumulative total of at least 1,000, but fewer than 2,000, cases of AIDS during the most recent period of 5 calendar years for which such data are available. The TGA referred to in this Contract is the combined counties of San Bernardino and Riverside.

## II. CONTRACTOR SERVICE RESPONSIBILITIES

### A. SERVICES

Services shall be provided as set forth in Attachment A - Scope of Work and Attachment B – Program Service Definitions. In addition, Contractor shall develop and deliver program services in accordance with the most current standards of care approved by the IEHPC. Copies of these standards are available on [www.IEHPC.org](http://www.IEHPC.org).

### B. CLIENT ELIGIBILITY

The Contractor shall verify and maintain proof of each client's HIV status, residential, financial, and other eligibility prior to providing client services under this Contract, and on an annual basis thereafter, in accordance with Financial Eligibility and Residential Criteria as adopted by the IEHPC ([iehpc.org](http://iehpc.org)). For a complete description of client eligibility criteria, see the IEHPC Common Standards.

Clients must have an HIV-positive serostatus to be eligible to receive goods or services provided under this Contract. Proof of eligibility shall consist of either: 1) a statement of diagnosis of AIDS or positive HIV serostatus signed by a licensed physician, licensed Nurse Practitioner, or licensed physician's assistant; or 2) a medical laboratory's statement of test results showing positive HIV serostatus and identifying the patient tested. Anonymous HIV test results will not be accepted as proof of HIV positive serostatus and should not be included in a client's confidential case file. Possession of HIV specific prescription medications is not proof of HIV positive serostatus for purposes of this Contract.

Some services are available for affected family members and significant others. Services may be rendered to these individuals only when the service outcome directly and clearly impacts the health outcomes of the HIV client in a positive manner. Justification for service delivery to these individuals must be clearly documented.

The Contractor shall keep a copy of each client's proof of eligibility in the client's case file. For clients receiving MAI-funded services, all documentation pertaining to the following client eligibility criteria and requirements shall be maintained in one of the following formats;

1. A separate MAI case record documenting only MAI related information,
2. Easily identifiable MAI section in case record,
3. Easily identifiable MAI documentation in case record.

### C. CLINICAL QUALITY IMPROVEMENT (QI)

1. The Contractor shall conduct client satisfaction surveys. This client satisfaction survey is to be completed as designated by the County during each Contract year. *Additional surveys may be conducted if the Contractor so desires.*
2. The Contractor shall ensure that appropriate staff participates in the County's continuous quality improvement activities through mandatory regular attendance at meetings and other training functions or activities as specified by the County. "Mandatory regular attendance" means attendance at all of the scheduled meetings. In the event that Contractor cannot be represented at a meeting, Contractor shall communicate the situation to the Program contact as noted in Section X, Paragraph A.

The Contractor shall develop and implement an agency-specific Clinical Quality Management Plan (CQM) that delineates provider specific goals that address the TGA-wide goals delineated in the TGA CQM Plan as well as goals that are unique to the agency. The Contractor is required to submit a copy of the plan to the Ryan White Program Office, 120 Carousel Mall, San Bernardino, CA 92415-0475, within 60 days of the start of the contract period.

3. The Contractor shall collect and maintain information utilizing the AIDS Regional Information Evaluation System (ARIES) Management Information System (MIS), as required by the TGA. ARIES may be utilized by the County to conduct preliminary, offsite, program compliance monitoring. The Contractor shall input ARIES data within twenty (20) calendar days following the month in which services were provided. The County reserves the right to modify or add to the core data elements, provided that the Contractor shall not be required to collect and maintain information related to such core data elements until (30) thirty calendar days following notice of the modification or addition. If Contractor fails to utilize the ARIES MIS and comply with County requirements, this Contract may be terminated as set forth below.
4. The Contractor shall provide various progress reports and have complete and full data entered into ARIES per the timeline indicated on Attachment C – MAI Reporting Requirements. The County reserves the right to revise report formats and/or reporting schedules to meet updated program requirements. Failure to submit reports or data as required may result in the delay of payment to the Contractor or termination of the Contract as set forth below.
5. Outpatient/Ambulatory Medical Care Contractors will provide services that conform to “U.S. Public Health Services Guidelines for the Use of Antiretroviral Agents in Pediatric HIV Infection”; “U.S. Public Health Service Guidelines for the Use of Antiretroviral Agents in HIV-Infected Adults and Adolescents”; and “Public Health Service Task Force Recommendations for Use of Antiretroviral Drugs in Pregnant HIV-1-Infected Women for Maternal Health and Interventions to Reduce Perinatal HIV-1-Transmission in the United States.
6. Outpatient/Ambulatory Medical Care Contractors will conduct an annual peer review of its practices including at least one (1) external physician to determine whether care provided has been consistent with the U.S. Public Health Service treatment guidelines and general standard practice and utilization for HIV/AIDS patients. Contractor shall make the resultant report available to the County upon request.
7. Outpatient/Ambulatory Medical Care personnel must be Board certified and/or meet all credentialing requirements for their specialty/medical degree. Certification by the American Academy of HIV Medicine (AAHIVM), Association of Nurses in AIDS Care (ANAC), and/or other comparable organizations is strongly encouraged. The Contractor shall keep copies of membership documents on file for staff and make them available to the County for review upon request.
8. The Contractor shall be required to collect Client Level Data (CLD) and report such data in the required format to the County within the required timeframes. The County will communicate the specific data elements to be collected and the reporting formats and timeframes within the contract year.
9. Contractor shall classify and document new clients according to the three categories below:
  - a. Newly Diagnosed
  - b. New to the TGA
  - c. Returning to care, as they previously fell out of care
10. When providing MAI services, Contractor will adhere to the standards as set forth in the Attachment D – TGA Cultural and Linguistic Competency Standards. Contractor will conduct activities to ensure that targets, as set forth in the standards, are achieved. The County will provide the required formats for various Cultural Competency tools to be used in the measurement of progress toward achieving targets including, but limited to, Cultural Competency Organizational Self-Assessment and Cultural/Linguistic Competency Client Satisfaction Survey.

D. COMPLIANCE WITH LAWS AND REGULATIONS

1. The Contractor and the County agree that performance of Ryan White Program related activities and expenditures of Ryan White Program funds shall comply with all requirements of the Ryan White Program.
2. The Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of this Contract and shall procure all licenses and pay all fees and other charges required thereby. The Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this Section may result in immediate termination of this Contract.
3. The Contractor assumes responsibility for full compliance with all such laws, statutes, ordinances, administrative orders, rules or regulations and agrees to fully reimburse the County for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents or subcontractors as may be revealed by subsequent audit or otherwise.
4. The Contractor shall comply with Ryan White Program Policy Letters (Program and ARIES) that will be generated by the Ryan White Program Office. These may reflect existing or emerging County contractual requirements, Ryan White Program requirements, HRSA requirements and expectations, and IEHPC Directives and policy changes. Contractor shall ensure that its internal policies and procedures are congruent and integrated with the emerging policies of HRSA and the County.

E. LIMITS ON PROGRAM EXPENDITURES

The Contractor shall comply with all funding restrictions specified in the Ryan White Program. The following limitations and regulations also apply:

1. Ryan White Program funds may not be used to purchase or improve land, or to purchase, construct, or make permanent improvements to any building except for minor remodeling.
2. Ryan White Program funds may not be used to make payments to recipients of services provided under this Contract.
3. Ryan White Program funds may not be used to provide items or services for which payment already has been made, or can reasonably be expected to be made, by any third party, including without limitation other federal, state, local programs or private insurance programs, including Medicaid and Medicare. The costs of any items that are otherwise reimbursable by any such third party are not reimbursable under this Contract. The Contractor shall fully exhaust its ability to claim and receive any third party reimbursement for its costs before claiming reimbursement under this Contract. Reasonable attempts to obtain funding from other sources must be documented in clients' records (i.e. justification for the use of Ryan White funds).
4. If an agency receiving Ryan White Program funds charges for services, it shall do so on a sliding fee schedule that is readily available to the public. Cumulative charges to individual clients receiving Ryan White Program services must conform to statutory limitations. No client shall be denied services solely because of an inability to pay. The Contractor is required to submit their agency's Sliding Fee Policy to the Ryan White Program Office, 120 Carousel Mall, San Bernardino, CA 92415-0475 within 60 days of the start of the contract period.
5. A percentage of the funds (as indicated by the CDC) made available to the Contractor under this Contract shall be used to provide services to women, infants, children, and youth with HIV disease. For the purposes of this provision, the following definitions shall apply:

Women	~~	Females aged 25 and older
Infants	~~	Ages birth to less than 2 years
Children	~~	Ages 2 to 12 years
Youth	~~	Ages 13 to 24 years



6. To the extent possible, equipment and products purchased with Ryan White Program funds shall be American made.
7. Travel expenses for employees working on Ryan White Program funded activities are reimbursable under this Contract when such travel is pre-approved and directly furthers the provision of HIV related services. Expenditures may include mileage and other travel related costs. Travel costs are limited to those allowed by a formal organizational travel policy which must include mileage reimbursement rates and maximum per diem and subsistence rates.

### III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549 and implemented as 45 Code of Federal Regulations part 76.
- B. Without the prior written consent of the Assistant County Executive Officer for Human Services, this Contract is not assignable by Contractor either in whole or in part.
- C. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- D. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- E. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Assistant Director – Department of Public Health. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor and, if applicable, submit monitoring reports related to the subcontracts to the Ryan White Program Office.
- F. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the State of California. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- G. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- H. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- I. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.
- J. Contractor shall utilize Attachment E – Document Transmittal Form, incorporated herein, for the purpose of transmitting any information or documentation to Program Staff.
- K. Contractor shall develop an agency-specific grievance policy and procedure, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients. The County further requires the Contractor to notify every recipient of services of the grievance procedure and to explain the procedure so that clients may be aware of their rights and responsibilities including that from within 30 days of the date of the filing of the grievance, the Contractor must have processed the grievance and must have provided the recipient with an outcome/resolution. Additionally, documentation signed by the client demonstrating that the Contractor has complied with this requirement must be filed in the recipient's case file and made available to the County upon request.
1. Unresolved Grievance at Contractor Level:  
If a grievance is unresolved within the parameters of the internal agency process, the County requires the Contractor to notify every recipient that they have ten business days to take their grievance to the Ryan White Program Office.  
To submit an unresolved grievance, the client shall be instructed to submit the following to the Department of Public Health RWP Program Office, 120 Carousel Mall, San Bernardino, CA 92415-0475: 1) A copy of all documentation related to the grievance; and 2) A letter with the client's original signature clearly indicating contact information for the recipient including a statement by the client authorizing the Program Staff to contact the recipient.
  2. Grievance Documentation Log:  
Contractor shall create, utilize, and make available to the County a Grievance Documentation Log. Grievance Documentation log should document the following information: date of log entry, name of client, date grievance was filed, nature of grievance, outcome, and follow-up. All entries noted on the Grievance Documentation Log shall be documented sequentially. The log will be made available to the RWP office upon request.
- L. Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact the Contract. All Board of Directors' minutes shall be made available to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- M. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity

and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in Attachment F - Business Associate Agreement, hereby incorporated by this reference.

N. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

O. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

P. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

Q. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal

injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

- R. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

- S. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

- T. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

- 1. **Equal Employment Opportunity Program:** The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, gender, marital status, sexual orientation, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County Human Services Contracts Unit.

- 2. **Civil Rights Compliance:** The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan.

- U. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- V. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- W. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- X. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- Y. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- Z. Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of contract effective date and follow necessary procedures to be included in the 2-1-1 database. The contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
- AA. Contractor agrees to and shall comply with the following American Recovery and Reinvestment Act funding requirements:

1. Use of ARRA Funds and Requirements: This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County

pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

2. **Schedule of Expenditure of Federal Awards:** In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

3. **Whistleblower Protection Act:** Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of the Title XV Division A of the ARRA.

- BB. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Agreement or Contractor's relationship with County shall not be made or used without prior written approval of the Public Health Director or their designee.
- CC. Contractor will notify the County of any financial hardship, including inability to meet payroll obligations, inability to pay vendors, a revenue shortfall, or any other event that may impair the Contractor's ability to continue standard operations.
- DD. In the event of Contractor closure, the Contractor will aid in the transition of clients to other agencies throughout the TGA.
- EE. Contractor shall maintain a written plan that addresses client need after an emergency event, such as a natural or man-made disaster.



#### **IV. COUNTY RESPONSIBILITIES**

- A. The County agrees to compensate the Contractor on a cost reimbursement basis for approved expenses. The process may take up to eight (8) weeks from the date of receipt of the invoices as described in Section V, Paragraphs B and C.
- B. The County will monitor and evaluate the performance of the Contractor in meeting terms of the Contract and the quality and effectiveness of services provided based on criteria determined by the County. County staff shall monitor the performance of the Ryan White MAI Contractors at least annually, or as deemed necessary by the County.
- C. The County will provide consultation and technical assistance to the Contractor in carrying out the terms of this Contract.

#### **V. FISCAL PROVISIONS**

- A. The total amount of this Contract is \$57,551, which is available for expenditure in accordance with the service provided, unless changed by the budget/Contract amendment process, and is subject to availability of funds to the County. If the funding source notifies the County that such funding is terminated or reduced, the County shall determine whether this Contract will be terminated or the County's maximum obligation reduced. The County will notify the Contractor in writing of its determination. The consideration to be paid to the Contractor as provided herein shall be in full payment for all of the Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. Payment to the Contractor shall be contingent upon the submission by the Contractor, and approval by the County, of the required reports and invoices. Expenditures for services submitted by the Contractor to the County for reimbursement must be consistent with the approved program budget that is attached hereto and incorporated herein by this reference as Attachment G - Budget.
- C. The Contractor shall provide monthly invoices to the County within (20) twenty calendar days or earlier following the month in which services were provided in the format designated as Attachment H - Invoice attached hereto and incorporated herein by this reference. Invoices submitted after the required due date will be paid at the sole discretion of the County. Progress and utilization reports must be entered into ARIES at the time the invoice is submitted for payment. Contractor will submit all supporting documentation for all line items and clearly identify the supporting data/information of the submitted invoice, including monthly utilization reports printed from ARIES. Invoices submitted without corresponding utilization, bi-annual narrative reports and supporting documentation will not be processed and will be returned to Contractor. Failure to submit documents as required may result in the delay of payment to the Contractor. The County reserves the right to revise invoice formats to meet updated program requirements.

Invoices shall be submitted to:

RWP Program Office  
San Bernardino County Public Health Department  
120 Carousel Mall  
San Bernardino, CA 92415-0475  
Main Line: (909) 388-0400  
FAX: (909) 388-0401

- D. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

- E. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- G. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- H. The Department of Public Health has the authority to approve line item budget changes to the program budgets contained herein, as long as these changes do not exceed the total contracted dollar amount. In addition, upon approval from IEHPC, RWP staff shall have the authority to move funds between RWP Service Categories. Contractor shall request a program budget modification if: 1) aggregate expenses are expected to exceed 10% of the budgeted Contract amount; 2) establishing a new budgeted line item; 3) expenditures are expected to exceed the budgeted amount for an object class category (e.g., personnel); or 4) requesting a transfer of funds from one line item to another line item.
- I. The Contractor will not make changes to the program budget without first submitting to the County a letter signed by an authorized individual on behalf of Contractor. Each written request for a budget modification must: 1) specify the changes requested by service category, line item, and amount; and 2) include a justification for the request. The County will approve or deny budget modification requests that do not exceed the total contracted dollar amount within ten (10) calendar days of receipt. For every approved budget modification, the Contractor shall, within ten (10) calendar days, prepare and submit revised budgets and scopes of work to the County incorporating the effects of the approved budget modification.
- J. The County may initiate budget amendments by written or electronic communication with the Contractor specifying the required amendment. The Contractor shall respond by providing revised scope(s) of work and budgets as required to accomplish the requested amendment within the timeframe specified by the County.
- K. The County may, as it deems necessary, ensure that no single monthly service category payment exceeds one-twelfth (1/12) of the total service category contract allocation unless there have been payments of less than one-twelfth (1/12) of such amount for any prior month of the contract. To the extent that there have been such lesser payments, then the remaining amount(s) may be used to pay monthly claims which exceed one-twelfth (1/12) of each service category contract allocation.

## **VI. RIGHT TO MONITOR AND AUDIT**

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.

- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to OMB Circular A-133, Contractors expending \$500,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine months following the end of the Contractor's fiscal year.
- H. The Contractor shall be required to submit copies of annual independent fiscal audits covering the previous Ryan White Program year to the County in order to document the appropriate use of funds.
- I. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:

93.914

HIV Emergency Relief Project Grants – RWP Part A & MAI

## **VII. CORRECTION OF PERFORMANCE DEFICIENCIES**

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
  2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  3. Withhold funds pending duration of the breach; and/or
  4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
  5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any

sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

## **VIII. TERM**

This Contract is effective as of March 1, 2011 and expires February 29, 2012, but may be terminated earlier in accordance with provisions of Section IX of the Contract and may be renewed in accordance with the following paragraph.

This Contract may be automatically renewed at the end of each Program Year, for up to two (2) additional years. Each renewal will commence at the dollar value of the most recently approved contract amount. This provision may be exercised by DPH upon written notification to the Contractor and approval from the County Board of Supervisors.

## **IX. EARLY TERMINATION**

- A. The County may terminate the Contract immediately under the provisions of Section VII, Paragraph B, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant County Executive Officer – Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.

## **X. GENERAL PROVISIONS**

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below, except as otherwise provided in Section V., Paragraph C of this Contract.

Contractor: County of Riverside, Department of Public Health  
P.O. Box 7600  
Riverside, CA 92503

County: (Program Information)  
County of San Bernardino  
Department of Public Health  
Attn: Ryan White Program Office  
120 Carousel Mall  
San Bernardino, CA 92415-0475

County: (Contract Information)  
County of San Bernardino  
Human Services Administrative Support Division  
Attn: Contracts Unit  
150 South Lena Road  
San Bernardino, CA 92415-0515

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Executive Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
- E. The state and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- F. The County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge the County as the funding agency and the Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by the Contractor in the United States or in any other country without the express written consent of the County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with the County prior to publication. The Contractor shall receive written permission from the County prior to publication of said training materials.
- G. County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- H. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- I. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- J. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable

(giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.

- K. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

**XI. CONCLUSION**

- A. This Contract, consisting of twenty-one (21) pages and Attachments A through H, is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

FORM APPROVED COUNTY COUNSEL  
 BY: Neal R. Kipnis 4/19/11  
 NEAL R. KIPNIS DATE

COUNTY OF SAN BERNARDINO

Josie Gonzales  
 Josie Gonzales, Chair, Board of Supervisors  
 Dated MAR 01 2011

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

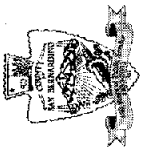
Laura H. Welch  
 Clerk of the Board of Supervisors of the County of San Bernardino.  
 By [Signature]  
 Deputy

Approved as to Legal Form  
Kristina Robb  
 Kristina Robb, Deputy County Counsel  
 Date 1/24/11

Reviewed by Contract Compliance  
Lory Klopfer  
 Lory Klopfer, HS Contracts Unit  
 Date 1/24/11

Presented to BOS for Signature  
Allan Rawland  
 Allan Rawland, Acting Director  
 Date 2/4/11

County of Riverside  
 (Print or type name of corporation, company, contractor, etc.)  
 By [Signature]  
 (Authorized signature - sign in blue ink)  
 Name \_\_\_\_\_  
 (Print or type name of person signing contract)  
 Title Chairman, Board of Supervisors  
 (Print or Type)  
 Dated \_\_\_\_\_  
 Address P.O. Box 7600  
Riverside, CA 92503



**RYAN WHITE PROGRAM  
SCOPE OF WORK**

ATTACHMENT A

RYAN WHITE PROGRAM MINORITY AIDS INITIATIVE (MAI): MAR 1, 2011 - FEB 29, 2012

**CONTRACT NUMBER:**  
**CONTRACTOR:**  
**SERVICE CATEGORY:**  
**SERVICE GOAL:**

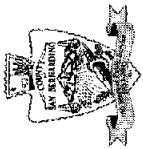
**County of Riverside Department of Public Health, HIV/AIDS Program**  
**MAI EARLY INTERVENTION SERVICES**  
 To ensure the unaware, newly diagnosed and unmet need populations, and persons living with HIV/AIDS from members of communities of color in the TGA are linked to HIV testing and medical services, including follow-up and support to ensure maintenance in HIV medical care.

**SERVICE HEALTH OUTCOME(S):**  
 Improved or maintained CD4 cell count for consumers; Improved or maintained CD4 cell count, as a % of total lymphocyte cell count; and Improved or maintained viral load; and entry and maintenance in HIV Medical Care system.

Planned Services to Clients by service area of residence:	1		2		3		4		5		6		Total	Newly Diagnosed	HIV Unaware	Aware/Not in Care
	Riv W Current	New	Riv C Current	New	Riv E Current	New	SB WV Current	New	SB EV Current	New	SB D Current	New				
Total # Undup Clients to be Served	0	55	0	35	0	10	0	0	0	0	0	0	100	10	5	25
Caucasian/White	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
African American	0	11	0	7	0	2	0	0	0	0	0	0	20	2	1	5
Latino/a	0	22	0	14	0	4	0	0	0	0	0	0	40	4	2	10
Women	0	14	0	9	0	3	0	0	0	0	0	0	26	3	1	6
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth	0	6	0	4	0	1	0	0	0	0	0	0	11	1	1	3

Planned Client Utilization by service area of residence :	1		2		3		4		5		6		Total	Newly Diagnosed	HIV Unaware	Aware/Not in Care
	Riv W Current	New	Riv C Current	New	Riv E Current	New	SB WV Current	New	SB EV Current	New	SB D Current	New				
Total Svc UNITS to be delv'd	0	440	0	280	0	80	0	0	0	0	0	0	800	80	40	200
Caucasian/White	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
African American	0	88	0	56	0	16	0	0	0	0	0	0	160	16	8	40
Latino/a	0	176	0	112	0	32	0	0	0	0	0	0	320	32	16	80
Women	0	110	0	70	0	20	0	0	0	0	0	0	200	20	10	50
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth	0	44	0	28	0	8	0	0	0	0	0	0	80	8	4	20

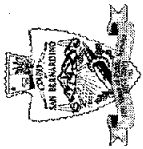




**RYAN WHITE PROGRAM  
SCOPE OF WORK**

**ATTACHMENT A**

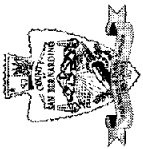
Planned Client Visits by service area of residence:	1 Riv W		2 Riv C		3 Riv E		4 SBWV		5 SBEV		6 SB D		Total	Newly Diagnosed	HIV Unaware	Aware/ Not in Care
	Current	New	Current	New	Current	New	Current	New	Current	New	Current	New				
Total # of Service UNITS to be delivered	0	220	0	140	0	40	0	0	0	0	0	0	400	40	20	100
Caucasian/White	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
African American	0	44	0	28	0	8	0	0	0	0	0	0	80	8	4	20
Latino/a	0	88	0	56	0	16	0	0	0	0	0	0	160	16	8	40
Women	0	55	0	35	0	10	0	0	0	0	0	0	100	10	5	25
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth	0	22	0	14	0	4	0	0	0	0	0	0	40	4	2	10



**RYAN WHITE PROGRAM  
SCOPE OF WORK**

**ATTACHMENT A**

PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<p>The DOPH-HIV/AIDS MAI Early Intervention Services Staff will provide the following <i>service delivery elements</i> to PLWHA receiving MAI EIS at Riverside Neighborhood Center, Perris Family Care Center, and at the Indio Family Care Center.</p> <ul style="list-style-type: none"> <li>• Outreach activities to bring unaware and unmet need communities of color to HIV services</li> <li>• Linking unaware communities to HIV Counseling &amp; Testing Services</li> <li>• Referrals to systems of care (RW &amp; non-RW)</li> <li>• Linking unmet need communities of color to treatment and care</li> <li>• Services are provided based on established Cultural and Linguistic Competency Standards.</li> <li>• Integrate and utilize ARIES to incorporate core data elements.</li> </ul> <p><b>Implementation Activities:</b></p> <ol style="list-style-type: none"> <li>1. The HIV Clinic Manager and Senior CDS are responsible for ensuring MAI EIS are delivered according to the IEHPC Standards of Care and Scope of Work activities</li> <li>2. MAI EIS staff will work with community agencies, faith-based agencies and local churches and other non-traditional venues to provide outreach activities targeted to communities of color with an emphasis on African American and Latino communities to bring unaware population from communities of color into HIV Testing and Counseling Services at DOPH-HIV/AIDS.</li> <li>3. MAI EIS staff will work with HIV Testing &amp; Counseling Services to bring newly diagnosed individuals from communities of color into HIV treatment and care at DOPH-HIV/AIDS.</li> <li>4. MAI EIS staff will work with treatment team staff to identify PLWH/A that have fallen out-of-care and unmet need population to provide the necessary support to bring back into care and maintain into treatment and care.</li> <li>5. Senior CDS will coordinate with local HIV prevention /outreach programs to identify target outreach locations and identify individuals not in care and avoid duplication of outreach activities.</li> </ol>	<p>1,2, 3</p>	<p>By 02/29/12</p>	<ul style="list-style-type: none"> <li>• Outreach schedules and logs</li> <li>• Outreach Encounter Log</li> <li>• Tracking Log</li> <li>• Case Conferencing Documentation</li> <li>• Referral Logs</li> <li>• Progress Notes</li> <li>• Cultural Competency Plan</li> <li>• ARIES Reports</li> </ul>



**RYAN WHITE PROGRAM  
SCOPE OF WORK**

**ATTACHMENT A**

<p>6. MAI EIS staff will maintain documentation on all outreach encounters/activities including demographics, client contacts, referrals, and follow-up in a separate record/chart for each client.</p> <p>7. HIV Clinic Manager and Senior CDS will ensure that clinic staff at all levels and across all disciplines receive ongoing education and training in C&amp;L service delivery to ensure that clients receive quality care that is respectful, compatible with client's cultural, health beliefs, practices, preferred language and in a manner that reflects and respects the race/ethnicity, gender, sexual orientation, and religious preference of community served.</p> <p>8. HIV Clinic Manager and Senior CDS will review and update on an ongoing basis the written plan that outlines goals, policies, operational plans, and mechanisms for management oversight to provide C&amp;L appropriate services.</p> <p>9. Information will be entered into ARIES. The ARIES reports will be used by the Quality Management team to identify quality service indicators and provide opportunities for improvement in care and services, improve desired patient outcomes and results can be used to develop and recommend "best practices."</p>	<p>1, 2, 3</p>	<p>By 02/29/12</p>	<ul style="list-style-type: none"> <li>• Outreach schedules and logs</li> <li>• Outreach Encounter Log</li> <li>• Tracking Log</li> <li>• Case Conferencing Documentation</li> <li>• Referral Logs</li> <li>• Progress Notes</li> <li>• Cultural Competency Plan</li> <li>• ARIES Reports</li> </ul>
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## PROGRAM SERVICE DEFINITIONS

## CORE SERVICES

## Service categories

- a. **Outpatient/Ambulatory Medical Care (Health Services)** is the provision of professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist, or nurse practitioner in an outpatient setting. Settings include clinics, medical offices, and mobile vans where clients generally do not stay overnight. Emergency room services are not outpatient settings. Services includes diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, education and counseling on health issues, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care (includes all medical subspecialties). Primary medical care for the treatment of HIV infection includes the provision of care that is consistent with the Public Health Service's guidelines. Such care must include access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.

**NOTE: Early Intervention Services provided by Ryan White Part C and Part D Programs should be included here under Outpatient/ Ambulatory medical care.**

- b. **AIDS Drug Assistance Program (ADAP treatments)** is a State-administered program authorized under Part B of the Ryan White Program that provides FDA-approved medications to low-income individuals with HIV disease who have limited or no coverage from private insurance, Medicaid, or Medicare.
- c. **AIDS Pharmaceutical Assistance (local)** includes local pharmacy assistance programs implemented by Part A or Part B Grantees to provide HIV/AIDS medications to clients. This assistance can be funded with Part A grant funds and/or Part B base award funds. Local pharmacy assistance programs are **not** funded with ADAP earmark funding.
- d. **Oral Health Care** includes diagnostic, preventive, and therapeutic services provided by general dental practitioners, dental specialists, dental hygienists and auxiliaries, and other trained primary care providers.
- e. **Early Intervention Services (EIS)** include counseling individuals with respect to HIV/AIDS; testing (including tests to confirm the presence of the disease, tests to diagnose the extent of immune deficiency, tests to provide information on appropriate therapeutic measures); referrals; other clinical and diagnostic services regarding HIV/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and providing therapeutic measures.
- f. **Health Insurance Premium & Cost Sharing Assistance** is the provision of financial assistance for eligible individuals living with HIV to maintain a continuity of health insurance or to receive medical benefits under a health insurance program. This includes premium payments, risk pools, co-payments, and deductibles.
- g. **Home Health Care** includes the provision of services in the home by licensed health care workers such as nurses and the administration of intravenous and aerosolized treatment, parenteral feeding, diagnostic testing, and other medical therapies.
- h. **Home and Community-based Health Services** include skilled health services furnished to the individual in the individual's home based on a written plan of care established by a case management team that includes appropriate health care professionals. Services include durable medical equipment; home health aide services and personal care services in the home; day treatment or other partial hospitalization services; home intravenous and aerosolized drug therapy (including prescription drugs administered as part of such therapy); routine diagnostics testing administered in the home; and appropriate mental health,

developmental, and rehabilitation services. Inpatient hospitals services, nursing home and other long term care facilities are **NOT** included.

- i. **Hospice Services** include room, board, nursing care, counseling, physician services, and palliative therapeutics provided to clients in the terminal stages of illness in a residential setting, including a non-acute-care section of a hospital that has been designated and staffed to provide hospice services for terminal clients.
- j. **Mental Health Services** are psychological and psychiatric treatment and counseling services offered to individuals with a diagnosed mental illness, conducted in a group or individual setting, and provided by a mental health professional licensed or authorized within the State to render such services. This typically includes psychiatrists, psychologists, and licensed clinical social workers.
- k. **Medical Nutrition Therapy** is provided by a licensed registered dietitian outside of a primary care visit and includes the provision of nutritional supplements. Medical nutrition therapy provided by someone other than a licensed/registered dietitian should be recorded under psychosocial support services.
- l. **Medical Case Management Services (including treatment adherence)** are a range of client-centered services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments is a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client's and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services. This includes all types of case management including face-to-face, phone contact, and any other forms of communication.
- m. **Substance Abuse Services-Outpatient** is the provision of medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) in an outpatient setting, rendered by a physician or under the supervision of a physician, or by other qualified personnel.

## SUPPORT SERVICES

- n. **Case Management (non-Medical)** includes the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Non-medical case management does not involve coordination and follow-up of medical treatments, as medical case management does.
- o. **Child Care Services** are the provision of care for the children of clients who are HIV-positive while the clients attend medical or other appointments or Ryan White Program-related meetings, groups, or training.

**NOTE: This does not include child care while a client is at work.**

- p. **Pediatric Developmental Assessment and Early Intervention Services** are the provision of professional early interventions by physicians, developmental psychologists, educators, and others in the psychosocial and intellectual development of infants and children. These services involve the assessment of an infant's or child's developmental status and needs in relation to the involvement with the education system, including early assessment of educational intervention services. It includes comprehensive assessment of infants and children, taking into account the

effects of chronic conditions associated with HIV, drug exposure, and other factors. Provision of information about access to Head Start services, appropriate educational settings for HIV-affected clients, and education/assistance to schools should also be reported in this category.

- q. **Emergency Financial Assistance** is the provision of short-term payments to agencies or establishment of voucher programs to assist with emergency expenses related to essential utilities, housing, food (including groceries, food vouchers, and food stamps), and medication when other resources are not available.

**NOTE: Part A and Part B program funding must be allocated, tracked and reported under specific service categories as described under 2.6 in DSS Program Policy Guidance No. 2 (formally Policy No. 97-02).**

- r. **Food Bank/Home-Delivered Meals** include the provision of actual food or meals. It does not include finances to purchase food or meals. The provision of essential household supplies such as hygiene items and household cleaning supplies should be included in this item. Includes vouchers to purchase food.
- s. **Health Education/Risk Reduction** is the provision of services that educate clients with HIV about HIV transmission and how to reduce the risk of HIV transmission. It includes the provision of information; including information dissemination about medical and psychosocial support services and counseling to help clients with HIV improve their health status.
- t. **Housing Services** are the provision of short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with them. Eligible housing can include both housing that does not provide direct medical or supportive services and housing that provides some type of medical or supportive services such as residential mental health services, foster care, or assisted living residential services.
- u. **Legal Services** are the provision of services to individuals with respect to powers of attorney, do-not-resuscitate orders and interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under the Ryan White Program. It does **not** include any legal services that arrange for guardianship or adoption of children after the death of their normal caregiver.
- v. **Linguistics Services** include the provision of interpretation and translation services.
- w. **Medical Transportation Services** include conveyance services provided, directly or through voucher, to a client so that he or she may access health care services.
- x. **Outreach Services** are programs that have as their principal purpose identification of people with unknown HIV disease or those who know their status so that they may become aware of, and may be enrolled in care and treatment services (i.e., case finding), not HIV counseling and testing nor HIV prevention education. These services may target high-risk communities or individuals. Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; be targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection; be conducted at times and in places where there is a high probability that individuals with HIV infection will be reached; and be designed with quantified program reporting that will accommodate local effectiveness evaluation.
- y. **Permanency Planning** is the provision of services to help clients or families make decisions about placement and care of minor children after the parents/caregivers are deceased or are no longer able to care for them.
- z. **Psychosocial Support Services** are the provision of support and counseling activities, child abuse and neglect counseling, HIV support groups, pastoral care, caregiver support, and

bereavement counseling. Includes nutrition counseling provided by a non-registered dietitian but excludes the provision of nutritional supplements.

- aa. **Referral for Health Care/Supportive Services** is the act of directing a client to a service in person or through telephone, written, or other type of communication. Referrals may be made within the non-medical case management system by professional case managers, informally through support staff, or as part of an outreach program.
- bb. **Rehabilitation Services** are services provided by a licensed or authorized professional in accordance with an individualized plan of care intended to improve or maintain a client's quality of life and optimal capacity for self-care. Services include physical and occupational therapy, speech pathology, and low-vision training.
- cc. **Respite Care** is the provision of community or home-based, non-medical assistance designed to relieve the primary caregiver responsible for providing day-to-day care of a client with HIV/AIDS.
- dd. **Substance Abuse Services—Residential** is the provision of treatment to address substance abuse problems (including alcohol and/or legal and illegal drugs) in a residential health service setting (short-term).
- ee. **Treatment Adherence Counseling** is the provision of counseling or special programs to ensure readiness for, and adherence to, complex HIV/AIDS treatments by non-medical personnel outside of the medical case management and clinical setting.

## Ryan White Program MAI REPORTING REQUIREMENTS

### San Bernardino County Department of Public Health

*(The Program may make changes to the proceeding deadlines in response to local policy needs, federal reporting requirement changes, and the needs of some of its constituencies.)*

Report:	Due:	Description:
<b>Billing Invoice</b>	By the 20 <sup>th</sup> of each month	Invoice will document cost reimbursement and/or total units of service rendered and cost per unit and supporting documentation that clearly identifies all line item costs
<b>Utilization</b>	By the 20 <sup>th</sup> of each month	All data documenting delivery of service entered into ARIES
<b>Cumulative Utilization Data Reports</b>	February	All data documenting delivery of service by units, number of clients served, demographics of clients served
(1. Ryan White Annual Data Report & (2. Ryan White Services Data Report) (ARIES Data entry and report where necessary)		
<b>Contractor Condition of Award (COA):</b>  Narrative Mid-Year & Final Progress Report	Mid-Year Sept  Final February	Report in narrative format that contains the following:  1. Progress made in achieving the administrative and service delivery goals and objectives outlined in the application for Ryan White Part A & MAI funds.  2. Description of any general accomplishments.  3. Identify any technical assistance needs.
<b>Contractor Condition of Award (CoA):</b>  <u>Summary of Funding Sources</u>	May	Summary of all funding sources including Ryan White and non-Ryan White funds.  <i>(Matrix on which information is to be documented shall be forwarded to Providers.)</i>
<b>Contractor Condition of Award (COA):</b>  Local Pharmacy Assistance Program Report	July	Report includes a Narrative describing the organization's drug acquisition practices, including the cost of antiretroviral medications purchased, and cost savings strategies implemented. In addition each provider is to include a copy of the most current TGA formulary.
<b>Contractor Condition of Award (COA):</b>  Program Income Report	Mid-Year Sept  Final February	Report includes any program income that the agency receives. Source of program income, date of program income, what Ryan White Service was the program income applied to, name of service the program income was applied is required to be tracked.
<b>Contractor Condition of Award (COA):</b>  Subcontracts Report	Within 30 days of the beginning of each program year and when subcontractor changes occur	List of contracts shall include actual contract, proof of non-profit status, and list of subcontractors and accompanying contact information.

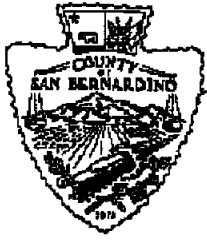


<b>Contractor Condition of Award (COA):</b>	Within 60 days of the beginning of each program year and when policy changes occur	Report includes the submission of the following policies: <ul style="list-style-type: none"> <li>• Subcontract Monitoring Policy</li> <li>• Eligibility Policy</li> <li>• Confidentiality Policy</li> <li>• Alternative Source of Funding Policy</li> <li>• Sliding fee Scale Policy</li> <li>• Grievance Policy</li> <li>• Voucher Security Policy</li> <li>• Oral Health Cap Tracking Policy</li> <li>• EIS/Outreach Tracking Policy</li> <li>• Program Income Tracking Policy</li> </ul>
List of Contractor Policies		
<b>Contractor Condition of Award (COA):</b>	Within 60 days of the beginning of each program year and when personnel changes occur	A list of RWP Part A Funded personnel and their accompanying licenses shall be reported to RWP Part A & MAI Office
Contractor Personnel Professional Licenses		
<b>Contractor Condition of Award (COA):</b>	Within 60 days of Contract Start Date	Contractor is required to submit a copy of their agency's CQM plan to the RWP Part A & MAI Office within 60 days of the start of the contract period.
Contractor CQM Plan		

All completed, signed documentation should be forwarded to the County's Program Manager. Contractor shall identify one individual to be designated as contact for the purpose of being responsible for, responding to information requests, and ensuring timely completion of the above conditions of award and contractual requirements. Please note: The above list does not represent the extent of all contract requirements and contractors will not be held to dates falling outside the contract period.

**Ryan White Program MAI  
TGA Cultural and Linguistics Competency Standards  
Riverside/San Bernardino, CA**

Domain & Standard	Indicator	Target
1. <b>Staff Development:</b> Ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically (C&L) appropriate service delivery.	Staff development documentation and personnel files	Year 1: 50% of RW & MAI-funded staff Year 2: 75% of RW & MAI-funded staff Year 3: 100% of RW & MAI-funded staff
2. <b>Agency Infrastructure:</b> Ensure that clients receive effective, respectful care that is provided in a manner compatible with their culture, health beliefs, practices, preferred language, and in a manner that reflects and respects the gender and sexual diversity of the community served.	Client Satisfaction	70% of MAI clients surveyed demonstrate satisfaction with services
3. <b>Agency Infrastructure:</b> Implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and management that are representative of the demographic characteristics of the service area.	Staff and Racial/Ethnic Representation	Annual assessment of representation and plan to improve if deficiencies are identified
4. <b>Agency Infrastructure:</b> Develop and implement a written plan that outlines goals, policies, operational plans, and mechanisms for management oversight to provide C&L appropriate services.	Plan & appropriate training on plan for C&L appropriate service	Completed plan 120 days after contract start date; completed training 180 days after contract start date
5. <b>Agency Infrastructure:</b> Conduct cultural competency organizational self-assessment and develop a plan to address deficiencies.	Organizational cultural competency self-assessment	Completed self –assessment after 90 days of contract start date
6. <b>Agency Infrastructure:</b> Ensure that data on the individual client's race, ethnicity, and spoken and written language are collected in health records, integrated into the organization's management information systems (MIS), and updated.	AIDS Regional Information Evaluation System (MIS)	Data entry by submission dates as noted in contract
7. <b>Communication:</b> Offer and provide language assistance services, including bilingual staff/interpreter services, at no cost to each client with limited English proficiency (LEP) at all points of contact, in a timely manner. <i>Family/friends should not be used to provide interpretation.</i>	Client Satisfaction & inclusion of strategy to provide language services in plan (See #4)	70% of MAI clients surveyed indicated receiving linguistically appropriate services; 100% of agencies will have plan/strategy in place within 120 days of contract start date
8. <b>Communication:</b> Make available easily understood client-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.	Client Satisfaction & written materials in languages of target communities	70% of MAI clients demonstrate satisfaction with written materials; availability of materials for annual program review
Source: Adapted from the <i>National Standards for Culturally and Linguistically Appropriate Services in Health Care</i> , U.S. Department of Health and Human Services, Office of Public Health and Science, Office of Minority Health.		



**Document Transmittal Form**

**IMPORTANT:** This Document Transmittal form must be attached to all correspondence and invoice supporting documentation. Any item received without this form will be returned to the Provider and may result in delayed payment.

Ryan White Program Office  
 San Bernardino County Public Health Department  
 120 Carousel Mall  
 San Bernardino, CA 92415-0475  
 Main Line: (909) 388-0400  
 FAX: (909) 387-0401

<b>Provider Name:</b>	
<b>Date Documents Sent:</b>	
<b>Date Received by Ryan White Program Office:</b>	
	Date Stamp (To be completed by Ryan White Program Office)

REPORT	ENCLOSED
Invoice	
Letter (Any Type)	
Other: _____ (Please Describe)	

<b>Notes to Ryan White Program staff:</b>
Attention:

**CHANGE IN PROVIDER INFORMATION**

Type of Change	N/A	Effective date, reason for change, estimated date to fill, etc
Change in Administrative & Board personnel (Director, Finance, Chair, etc)		
Number of line staff vacancies		
Change in Point of Contact		
Change in service delivery		
Change in contact info (new phone #'s, new address, etc)		
Change in service hours		
Change in locations (New site, closed down site, etc)		

**BUSINESS ASSOCIATE AGREEMENT**

Except as otherwise provided in this Agreement, **County of Riverside, Department of Public Health**, hereinafter referred to as **BUSINESS ASSOCIATE**, may use, access or disclose Protected Health Information to perform functions, activities or services for or on behalf of the **COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC HEALTH**, hereinafter referred to as the **COVERED ENTITY**, as specified in this Agreement and the attached **CONTRACT**, provided such use, access or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 United States Code (USC) 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164, hereinafter referred to as the Privacy and Security Rules and patient confidentiality regulations, including but not limited to, California Civil Code 56 – 56.16, 56.20, 56.36, and Health and Safety Codes 1280.1, 1280.3, 1280.15, 130200 and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the "HITECH Act") and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates. Business Associate recognizes and agrees it is obligated by law to meet the applicable provisions of the HITECH Act.

**I. Definitions.**

- a. "Breach" means the acquisition, access, use or disclosure of Protected Health Information (PHI) in a manner not permitted under HIPAA (45 CFR Part 164, Subpart E), and/or CA Civil Code 56.36 which compromises the security or privacy of the Protected Health Information. For the purposes of HITECH, a breach shall not include:
  1. Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of Covered Entity or the Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule; or
  2. Any inadvertent disclosure by a person who is authorized to access PHI at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule; or
  3. A disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- b. "Business Associate" means with respect to a Covered Entity, a person who:
  1. On behalf of such Covered Entity, but other than in the capacity of a member of the workforce of such Covered Entity performs or assists in the performance of :
    - (a) a function or activity involving the use or disclosure of Personally Identifiable Health Information, including claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, and repricing; or
    - (b) any other function or activity regulated by the HIPAA Privacy or HIPAA Security Regulations; or

2. Provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, data Aggregation, management, administrative, accreditation or financial services to or for such Covered Entity where the provision of the service involves the disclosure of Personally Identifiable Health Information from such Covered Entity to the person.
- c. "Patient/Client" means Covered Entity funded person who is the patient or client of the Business Associate.
  - d. "Covered Entity" means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form in connection with a transaction covered by HIPAA Privacy and Security Regulations.
  - e. "Data Aggregation" means, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.
  - f. "Discovered" means a breach shall be treated as discovered by Covered Entity or Business Associate as the first day on which such breach is known to such Covered Entity or Business Associate, respectively, (including any person, other than the individual committing the breach, that is an employee, officer or other agent of such entity or associate, respectively) or should reasonably have been known to such Covered Entity or Business Associate (or person) to have occurred.
  - g. "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media as defined in the HIPAA Security Regulations.
  - h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
  - i. "HIPAA Privacy Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information, including, but not limited to, 45 CFR Part 160 and 45 CFR Part 164, Subpart A and Subpart E.
  - j. "HIPAA Security Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the security of Electronic Protected Health Information, including, but not limited to, 45 CFR Part 160 and 45 CFR Part 164, Subpart A and Subpart C.
  - k. "HITECH Act" means the privacy, security and security Breach notification provisions applicable to Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder.
  - l. "Personally Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and;
    1. is created or received by a health care provider, health plan, employer or health care clearinghouse; and

2. relates to the past, present or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and
  - (a) that identifies the individual; or
  - (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- m. "Protected Health Information" or "PHI" means Personally Identifiable Health Information transmitted or maintained in any form or medium that (i) is received by Business Associate from Covered Entity, (ii) Business Associate creates for its own purposes from Personally Identifiable Health Information that Business Associate received from Covered Entity, or (iii) is created, received, transmitted or maintained by Business Associate on behalf of Covered Entity. Protected Health Information excludes Personally Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. Section 1232(g), records described at 20 U.S.C. Section 1232g(a)(4)(B)(iv), and employment records held by the Covered Entity in its role as employer.
- n. "Secured PHI" means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under Section 13402 (h)(2) of the HITECH Act under ARRA.
- o. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.
- p. Any terms capitalized, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Privacy Rule, the HIPAA Security Rule and the HITECH Act.

## II. **Obligations and Activities of Business Associate.**

- a. **Permitted Uses.** Business Associate shall not use, access or further disclose Protected Health Information other than as permitted or required by this Agreement and as specified in the attached **CONTRACT** or as required by law. Further, Business Associate shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. Business Associate shall disclose to its employees, subcontractors, agents, or other third parties, and request from Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- b. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Health Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates; 42 U.S.C. Section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A). Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to this Agreement.

- c. **Appropriate Safeguards.** Business Associate shall implement the following administrative, physical, and technical safeguards in accordance with the Security Rule under 45 C.F.R., Sections 164.308, 164.310, 164.312 and 164.316:
1. Implement policies and procedures to prevent, detect, contain and correct security violations; identify the security official who is responsible for the development and implementation of the policies and procedures required by this subpart for the entity; implement a security awareness and training program for all members of its workforce; implement P&Ps to prevent those workforce members who do not have access from obtaining access to electronic PHI; implement policy and procedures to address security incidents; establish policies and procedures for responding to an emergency or other occurrence that damages systems that contain electronic PHI; and perform a periodic technical and nontechnical evaluation in response to environmental or operational changes affecting the security of electronic PHI that establishes the extent to which an entity's security policies and procedures meet the requirements of this subpart.
  2. Implement policies and procedures to limit physical access to its electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed; implement policies and procedures that specify the proper functions to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstations that can access electronic PHI; implement physical safeguards for all workstations that access electronic PHI; restrict access to authorized users; implement policies and procedures that govern the receipt and removal of hardware and electronic media that contain electronic PHI into and out of a facility and the movement of these items within the facility.
  3. Implement technical policies and procedures for electronic information systems that maintain electronic PHI to allow access only to those persons or software programs that have been granted access rights as specified in 45 C.F.R., Section 164.208; implement hardware, software and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic PHI; implement policies and procedures to protect electronic PHI from improper alteration, destruction, unauthorized access or loss of integrity or availability.
- d. **Mitigation.** Business Associate shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, access or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- e. **Reporting of Improper Access, Use or Disclosure or Breach.** Business Associate shall report to Covered Entity's Office of Compliance any unauthorized use, access or disclosure of unsecured Protected Health Information or any other security incident with respect to Protected Health Information no later than two (2) business days upon the discovery of potential breach. Additionally, effective February 17, 2010, the Business Associate shall report to the Covered Entity's Office of Compliance any breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D, within two (2) business days of discovery of the potential breach. Upon discovery of the potential breach, the Business Associate shall complete the following actions:
- (1) Provide Covered Entity's Office of Compliance with the following information to include but not limited to:
    - (a) Date the potential breach occurred;

- (b) Date the potential breach was discovered;
  - (c) Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
  - (d) Number of potentially affected patients/clients; and
  - (e) Description of how the potential breach allegedly occurred.
- (2) Conduct and document a risk assessment by investigating without reasonable delay and in no case later than twenty (20) calendar days of discovery of the potential breach to determine the following:
- (a) Whether there has been an impermissible use, acquisition, access or disclosure of PHI under the Privacy Rule;
  - (b) Whether an impermissible use or disclosure compromises the security or privacy of the PHI by posing a significant risk of financial, reputational or other harm to the patient/client; and
  - (c) Whether the incident falls under one of the breach exceptions.
- (3) Provide completed risk assessment and investigation documentation to Covered Entity's Office of Compliance within twenty-five (25) calendar days of discovery of the potential breach with decision whether a breach has occurred.
- (a) If a breach has not occurred, notification to patient/client(s) is not required.
  - (b) If a breach has occurred, notification to the patient/client(s) is required, and Business Associate must provide Covered Entity with affected patient/client names and contact information so the Covered Entity can provide notification.
- (4) Make available to Covered Entity and governing State and Federal agencies in a time and manner designated by Covered Entity or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the Covered Entity reserve the right to conduct its own investigation and analysis.
- f. **Permitted Disclosures.** If Business Associate discloses Protected Health Information to a third party, including any agent or subcontractor, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breach of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)].
- g. **Access to Protected Health Information.** Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, as required by of 45 CFR 164.524.
- h. **Amendment of Protected Health Information.** If Business Associate maintains a Designated Record Set on behalf of the Covered Entity, Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to, pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.



- i. **Access to Records.** Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use, access and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules and patient confidentiality regulations.
- j. **Audit and Monitor.** Covered Entity reserves the right to audit and monitor all records, policies, procedures and other pertinent items related to the use, access and disclosure of Protected Health Information of the Business Associate as requested to ensure Business Associate is in compliance with this Agreement. Covered Entity has the right to monitor Business Associate in the delivery of services provided under this Agreement. Business Associate shall give full cooperation in any auditing or monitoring conducted.
- k. **Accounting for Disclosures.** Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information. Further, Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528 and the HITECH Act.
- l. **Destruction of Protected Health Information.** Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained and return or destroy all other Protected Health Information received from the Covered Entity, or created or received by the Business Associate or its subcontractors, employees or agents on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with written notification of the conditions that make return not feasible. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any Protected Health Information retained by Business Associate or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.
- m. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under this Agreement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS.
- n. **Costs Associated to Breach.** Business Associate shall be responsible for reasonable costs associated with a breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the Covered Entity and shall not be reimbursable under the contract at any time. Covered Entity shall determine the method to invoice the Business Associate for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

1. Postage;
2. Alternative means of notice;
3. Media notification; and
4. Credit monitoring services.

### III. Specific Use and Disclosure Provisions.

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation service to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

### IV. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use, access or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use, access or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use, access or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use, access or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use, access or disclosure of Protected Health Information.
- d. Covered Entity shall complete the following in the event that the Covered Entity has determined that Business Associate has a breach:
  1. Determine appropriate method of notification to the patient/client(s) regarding a breach as outlined under Section 13402(e) of the HITECH Act;
  2. Send notification to the patient/client(s) without unreasonable delay but in no case later than sixty (60) days of discovery of the breach with at least the minimal required elements as follows:
    - a. Brief description of what happened, including the date of the breach and the date of discovery;
    - b. Description of the types of unsecured PHI involved in the breach (such as name, date of birth, home address, Social Security number, medical insurance, etc.);
    - c. Steps patient/client(s) should take to protect themselves from potential harm resulting from the breach;
    - d. Brief description of what is being done to investigate the breach, to mitigate harm to patient/client(s) and to protect against any further breaches; and

- e. Brief description of what is being done to investigate the breach, to mitigate harm to patient/client(s) and to protect against any further breaches; and
  - f. Contact procedures for patient/client(s) to ask questions or learn additional information, which must include a toll-free telephone number, an e-mail address, Web site or postal address.
3. Determine if notice is required to Secretary of the U.S. Department of Health and Human Services.
  4. Submit breach information to the Secretary of the U.S. Department of Health and Human Services within the required timeframe, in accordance with 164.408(b).

**V. General Provisions.**

- a. **Remedies.** Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use, access or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- b. **Ownership.** The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- c. **Regulatory References.** A reference in this Agreement to a section in the Privacy and Security Rules and patient confidentiality regulations means the section as in effect or as amended.
- d. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act and patient confidentiality regulations.
- e. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and patient confidentiality regulations.

The undersigned affirms that he/she is a duly authorized representative of the Business Associate for which he/she is signing and has the authority to execute this Agreement on behalf of the Business Associate.

**Covered Entity**

COUNTY OF SAN BERNARDINO  
DEPARTMENT OF PUBLIC HEALTH

Signature

*[Handwritten Signature]*  
2/4/11

Dated

Allan Rawland, MSW, ACSW

Name

Acting Director, Department of Public Health

Title

**Business Associate**

County of Riverside, Department of  
Public Health

Signature

Dated

Name

Chairman, Board of Supervisors

Title

FORM APPROVED COUNTY COUNSEL

BY: *[Handwritten Signature]* 2/19/11  
NEAL R. KIPNIS DATE

## BUDGET

Ryan White Program (RWP) Minority AIDS Initiative (MAI)  
 Provider: County of Riverside-DOPH, HIV/AIDS Program  
 Service Category: Early Intervention Services (EIS) - MAI  
 Riverside/San Bernardino, California TGA  
 March 01, 2011- February 29, 2012

Budget Category	Budget Amount
<b>Personnel</b>	
<b>PROGRAM CHIEF II:</b> (V. Jauregui Burns) (\$109,907 x .05 FTE) Provides Program management oversight for the Ryan White Program Part A and MAI Contracts and Budgets.	In Kind
<b>COMMUNICABLE DISEASE SPECIALIST:</b> (W. Edwards) (\$41,787 x.70) Provides MAI Outreach Services to the unaware and unmet need population and link HIV+ clients into care at Service Areas 1, 2 and 3.	\$29,250
<b>Fringe Benefits</b>	
Fringe Benefits (41% of Total Personnel Costs)	\$12,147
<b>TOTAL PERSONNEL</b>	<b>\$41,397</b>
<b>Other</b>	
<b>Travel:</b> Travel to required meetings associated with MAI Outreach Services and performing outreach activities in services areas 1, 2, and 3 to unaware and unmet populations of color.	\$3,045
<b>Supplies:</b> Office supplies and equipment to support daily outreach activities in service areas 1, 2 & 3.	\$2,000
<b>Rent:</b> Allocated costs for four health care centers	\$2,000
<b>Utilities:</b> Utilities for four health care centers which will include electric, water and gas.	\$1,000
<b>Telephone:</b> Telephone to support patient follow-ups calls associated with MAI Outreach Services as well as collaborating with community agencies.	\$1,500
<b>Insurance:</b> Cost of liability insurance for staff.	\$0
<b>Training(s)/Workshops:</b> MAI Outreach Services training as required by the Ryan White Program as well as trainings that will enhance knowledge regarding reaching communities of color who are unaware and who are from unmet need population.	\$1,000
<b>Educational Training &amp; Reference Materials:</b> Educational materials to support the education of the community on HIV Testing and HIV risk reduction activities.	\$0
<b>Postage:</b> Postage to mail reminder letters and resource information to client's receiving MAI Outreach Svcs.	\$200
<b>TOTAL OTHER</b>	<b>\$10,745</b>
<b>SUBTOTAL (Total Personnel and Total Other)</b>	<b>\$52,142</b>
Administration (limited to 10% of total service budget)	\$5,409
<b>TOTAL BUDGET (Subtotal and Administration)</b>	<b>\$57,551</b>

# INVOICE

**Ryan White Program, MAI  
Riverside/San Bernardino, CA TGA**

Contract Period: \_\_\_\_\_

Invoice #: \_\_\_\_\_

Agency: \_\_\_\_\_

Billing Period: \_\_\_\_\_

Contract #: \_\_\_\_\_

Service Category: \_\_\_\_\_

Line Items	Total Budget	Expended This Period	Expended Contract- to-Date	Unexpended Budget	Check #	Invoice #	Allocation Spreadsheet (Y or N)
<b>Personnel</b>							
1. (Position & Incumbent)	\$	\$	\$	\$			
2.	\$	\$	\$	\$			
etc.							
<b>Total Personnel</b>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>			
<b>Travel</b>							
1. Travel	\$	\$	\$	\$			
2. Supplies	\$	\$	\$	\$			
3. Equipment	\$	\$	\$	\$			
4. Contractual	\$	\$	\$	\$			
5. (Nature of Service/Vendor)	\$	\$	\$	\$			
6.	\$	\$	\$	\$			
etc.							
<b>Total Contractual</b>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>			
<b>Other</b>							
1. (Specify Nature of Cost)	\$	\$	\$	\$			
2.	\$	\$	\$	\$			
3.	\$	\$	\$	\$			
etc.							
<b>Total Other</b>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>			
<b>Indirect (Admin. Only)</b>							
<b>Totals</b>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>			

I certify that the information provided herein and all costs being claimed are true, correct and in accordance with the contract provisions; that funds were expended or obligated during the contract period; and that the amount claimed has not been previous

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



County of San Bernardino

F A S

**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New	Vendor Code	SC	Dept.	Contract Number		
<input type="checkbox"/> Change	COUNTYO930		PHL	11-103		
<input type="checkbox"/> Cancel				A		
County Department			Dept.	Orgn.	Contractor's License No.	
Department of Public Health						
County Department Contract Representative			Telephone		Total Contract Amount	
Jeri Quick			(909)388-0255		\$ 1,047,160	
Contract Type						
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
95200		03/01/2011	02/29/2012	\$ 1,047,160	\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
AAA	PHL	3715	200	2445		\$ 1,047,160
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Project Name			Estimated Payment Total by Fiscal Year			
Ryan White Program			FY	Amount	I/D	
Part A Medical Care and			10/11	\$349,053	I	
Support Services			11/12	\$698,107	I	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Public Health, hereinafter called the County, and

Name

County of Riverside, Department of Public Health

hereinafter called

Contractor

Address

P.O. Box 7600

Riverside, CA 92503

Phone

(951) 358-5307

Birth Date

Federal ID No. or Social Security No.

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, The County desires to provide medical care and support services for individuals living with Human Immunodeficiency Virus (HIV); and

**WHEREAS**, County has been allocated funds by the Federal Health Resources and Services Administration to provide such services under the Ryan White HIV/AIDS Treatment Extension Act of 2009; and

**WHEREAS**, County finds Contractor qualified to provide medical care and support services for individuals living with HIV; and

**WHEREAS**, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW THEREFORE**, County and Contractor mutually agree to the following terms and conditions:

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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**ATTACHMENTS**

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- ATTACHMENT F - BUSINESS ASSOCIATE AGREEMENT**
- ATTACHMENT G - BUDGET**
- ATTACHMENT H - INVOICE**

## I. DEFINITIONS

- A. AIDS – Acquired Immunodeficiency Syndrome which is the disease caused by the Human Immunodeficiency Virus.
- B. ARIES – AIDS Regional Information and Evaluation System. Software program that provides the necessary tools to store, analyze and transmit to the Federal Government specified information about HIV and AIDS related services, and the recipients of those services.
- C. Department of Public Health – The Department that provides health and educational services to the residents of San Bernardino County.
- D. HIPAA – Health Insurance Portability and Accountability Act
- E. HIV – Human Immunodeficiency Virus, lentiviruses that infect and destroy helper T-cells of the immune system causing the marked reduction of their numbers that is diagnostic of AIDS, from post infection through the clinical definition of AIDS.
- F. HRSA – Health Resources and Services Administration which is the funding agency for Part A program services.
- G. IEHPC – Inland Empire HIV Planning Council. The planning body designated by the Federal government that sets service priorities for allocations for expenditures of Ryan White Program.
- H. OMB – Office of Management and Budget. The office within the executive branch of the Federal government that prepares the annual budget, develops the Federal government's fiscal program, oversees administration of the budget and reviews government regulations.
- I. Part A (formerly known as Title I) – The federally funded portion of the Ryan White Program that provides emergency assistance to localities (TGAs) disproportionately affected by the HIV epidemic.
- J. Program Income – Program Income is gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them. (OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations).
- K. Program Year (PY) – A period of twelve months. As defined by the Federal government, the program year for Part A Contracts is March 1 through February 28.
- L. Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White Program) – The Federal legislation created to address the health care and service needs of people living with HIV and their families.
- M. TGA – Transitional Grant Area. A Metropolitan area for which there has been reported to and confirmed by the Director of the Centers for Disease Control and Prevention a cumulative total of at least 1,000, but fewer than 2,000, cases of AIDS during the most recent period of 5 calendar years for which such data are available. The TGA referred to in this Contract is the combined counties of San Bernardino and Riverside.

## II. CONTRACTOR SERVICE RESPONSIBILITIES

### A. SERVICES

Services shall be provided as set forth in Attachment A - Scope of Work and Attachment B – Program Service Definitions. In addition, Contractor shall develop and deliver program services in accordance



with the most current standards of care approved by the IEHPC. Copies of these standards are available on [www.IEHPC.org](http://www.IEHPC.org).

## B. CLIENT ELIGIBILITY

The Contractor shall verify and maintain proof of each client's HIV status, residential, financial, and other eligibility prior to providing client services under this Contract, and on an annual basis thereafter, in accordance with Financial Eligibility and Residential Criteria as adopted by the IEHPC ([iehpc.org](http://iehpc.org)). For a complete description of client eligibility criteria, see the IEHPC Common Standards.

Clients must have an HIV-positive serostatus to be eligible to receive goods or services provided under this Contract. Proof of eligibility shall consist of either: 1) a statement of diagnosis of AIDS or positive HIV serostatus signed by a licensed physician, licensed Nurse Practitioner, or licensed physician's assistant; or 2) a medical laboratory's statement of test results showing positive HIV serostatus and identifying the patient tested. Anonymous HIV test results will not be accepted as proof of HIV positive serostatus and should not be included in a client's confidential case file. Possession of HIV specific prescription medications is not proof of HIV positive serostatus for purposes of this Contract.

Some services are available for affected family members and significant others. Services may be rendered to these individuals only when the service outcome directly and clearly impacts the health outcomes of the HIV client in a positive manner. Justification for service delivery to these individuals must be clearly documented.

The Contractor shall keep a copy of each client's proof of eligibility in the client's case file. For clients receiving Part A-funded services, all documentation pertaining to the following client eligibility criteria and requirements shall be maintained in one of the following formats;

1. A separate Part A case record documenting only Part A related information,
2. Easily identifiable Part A section in case record,
3. Easily identifiable Part A documentation in case record.

## C. CLINICAL QUALITY IMPROVEMENT (CQI)

1. The Contractor shall conduct client satisfaction surveys. This client satisfaction survey is to be completed as designated by the County during each Contract year. Additional surveys may be conducted if the Contractor so desires.
2. The Contractor shall ensure that appropriate staff participates in the County's continuous quality improvement activities through mandatory regular attendance at meetings and other training functions or activities as specified by the County. "Mandatory regular attendance" means attendance at all of the scheduled meetings. In the event that Contractor cannot be represented at a meeting, Contractor shall communicate the situation to the Program contact as noted in Section X, Paragraph A.

The Contractor shall develop and implement an agency-specific Clinical Quality Management Plan (CQM) that delineates provider specific goals that address the TGA-wide goals delineated in the TGA CQM Plan as well as goals that are unique to agency. The Contractor is required to submit a copy of their agency's CQM plan to the Ryan White Program Office, 120 Carousel Mall, San Bernardino, CA 92415-0475, within 60 days of the start of the contract period.

3. The Contractor shall collect and maintain information utilizing the AIDS Regional Information Evaluation System (ARIES) Management Information System (MIS), as required by the TGA. ARIES may be utilized by the County to conduct preliminary, offsite, program compliance monitoring. The Contractor shall input ARIES data within twenty (20) calendar days following the month in which services were provided. The County reserves the right to modify or add to the core data elements, provided that the Contractor shall not be required to collect and

maintain information related to such core data elements until (30) thirty calendar days following notice of the modification or addition. If Contractor fails to utilize the ARIES MIS and comply with County requirements, this Contract may be terminated as set forth below.

4. The Contractor shall provide various progress reports and have complete and full data entered into ARIES per the timeline indicated on Attachment C – Part A Reporting Requirements. The County reserves the right to revise report formats and/or reporting schedules to meet updated program requirements. Failure to submit reports or data as required may result in the delay of payment to the Contractor or termination of the Contract as set forth below.
5. Outpatient/Ambulatory Medical Care Contractors will provide services that conform to “U.S. Public Health Services Guidelines for the Use of Antiretroviral Agents in Pediatric HIV Infection”; “U.S. Public Health Service Guidelines for the Use of Antiretroviral Agents in HIV-Infected Adults and Adolescents”; and “Public Health Service Task Force Recommendations for Use of Antiretroviral Drugs in Pregnant HIV-1-Infected Women for Maternal Health and Interventions to Reduce Perinatal HIV-1-Transmission in the United States.
6. Outpatient/Ambulatory Medical Care Contractors shall conduct an annual peer review of its practices including at least one (1) external physician to determine whether care provided has been consistent with the U.S. Public Health Service treatment guidelines and general standards of practice and utilization for HIV/AIDS patients. Contractor shall make the resultant report available to the County upon request.
7. Outpatient/Ambulatory Medical Care personnel must be board certified and/or meet all credentialing requirements for their specialty/medical degree. Certification by the American Academy of HIV Medicine (AAHIVM), Association of Nurses in AIDS care (ANAC), and/or other comparable organizations is strongly encouraged. The Contractor shall keep copies of membership documents on file for staff and make them available to the County for review upon request.
8. The Contractor shall be required to collect Client Level Data (CLD) and report such data in the required format to the County within the required timeframes. The County will communicate the specific data elements to be collected and the reporting formats and timeframes within the contract year.
9. Contractor shall classify and document new clients according to the three categories below:
  - a. Newly Diagnosed
  - b. New to the TGA
  - c. Returning to care, as they previously fell out of care
10. When providing Part A services, Contractor will adhere to the standards as set forth in Attachment D – TGA Cultural and Linguistic Competency Standards. Contractor will conduct activities to ensure that targets, as set forth in the standards, are achieved. The County will provide the required formats for various Cultural Competency tools to be used in the measurement of progress toward achieving targets including, but limited to, Cultural Competency Organizational Self-Assessment and Cultural/Linguistic Competency Client Satisfaction Survey.

#### D. COMPLIANCE WITH LAWS AND REGULATIONS

1. The Contractor and the County agree that performance of Ryan White Program related activities and expenditures of Ryan White Program funds shall comply with all requirements of the Ryan White Program.
2. The Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of this Contract and shall procure all licenses and pay all fees and other charges required thereby. The Contractor shall maintain all required licenses during the term of this Contract.

Failure to comply with the provisions of this Section may result in immediate termination of this Contract.

3. The Contractor assumes responsibility for full compliance with all such laws, statutes, ordinances, administrative orders, rules or regulations and agrees to fully reimburse the County for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents or subcontractors as may be revealed by subsequent audit or otherwise.
4. The Contractor shall comply with Ryan White Program Policy Letters (Program and ARIES) that will be generated by the Ryan White Program Office. These may reflect existing or emerging County contractual requirements, Ryan White Program requirements, HRSA requirements and expectations, and IEHPC Directives and policy changes. Contractor shall ensure that its internal policies and procedures are congruent and integrated with the emerging policies of HRSA and the County.

#### E. LIMITS ON PROGRAM EXPENDITURES

The Contractor shall comply with all funding restrictions specified in the Ryan White Program. The following limitations and regulations also apply:

1. Ryan White Program funds may not be used to purchase or improve land, or to purchase, construct, or make permanent improvements to any building except for minor remodeling.
2. Ryan White Program funds may not be used to make payments to recipients of services provided under this Contract.
3. Ryan White Program funds may not be used to provide items or services for which payment already has been made, or can reasonably be expected to be made, by any third party, including without limitation other federal, state, local programs or private insurance programs, including Medicaid and Medicare. The costs of any items that are otherwise reimbursable by any such third party are not reimbursable under this Contract. The Contractor shall fully exhaust its ability to claim and receive any third party reimbursement for its costs before claiming reimbursement under this Contract. Reasonable attempts to obtain funding from other sources must be documented in clients' records (i.e. justification for the use of Ryan White funds).
4. If an agency receiving Ryan White Program funds charges for services, it shall do so on a sliding fee schedule that is readily available to the public. Cumulative charges to individual clients receiving Ryan White Program services must conform to statutory limitations. No client shall be denied services solely because of an inability to pay. The Contractor is required to submit their agency's Sliding Fee Policy to the Ryan White Program Office, 120 Carousel Mall, San Bernardino, CA 92415-0475, within 60 days of the start of the contract period.
5. A percentage of the funds (as indicated by the CDC) made available to the Contractor under this Contract shall be used to provide services to women, infants, children, and youth with HIV disease. For the purposes of this provision, the following definitions shall apply:
  - Women ~~ Females aged 25 and older
  - Infants ~~ Ages birth to less than 2 years
  - Children ~~ Ages 2 to 12 years
  - Youth ~~ Ages 13 to 24 years
6. To the extent possible, equipment and products purchased with Ryan White Program funds shall be American made.
7. Travel expenses for employees working on Ryan White Program funded activities are reimbursable under this Contract when such travel is pre-approved and directly furthers the provision of HIV related services. Expenditures may include mileage and other travel related

Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.

- I. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.
- J. Contractor shall utilize Attachment E – Document Transmittal Form, incorporated herein, for the purpose of transmitting any information or documentation to Program Staff.
- K. Contractor shall develop an agency-specific grievance policy and procedure, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients. The County further requires the Contractor to notify every recipient of services of the grievance procedure and to explain the procedure so that clients may be aware of their rights and responsibilities including that from within 30 days of the date of the filing of the grievance, the Contractor must have processed the grievance and must have provided the recipient with an outcome/resolution. Additionally, documentation signed by the client demonstrating that the Contractor has complied with this requirement must be filed in the recipient's case file and made available to the County upon request.
  - 1. Unresolved Grievance at Contractor Level:

If a grievance is unresolved within the parameters of the internal agency process, the County requires the Contractor to notify every recipient that they have ten business days to take their grievance to the Ryan White Program Office.

To submit an unresolved grievance, the client shall be instructed to submit the following to the Department of Public Health RWP Program Office, 120 Carousel Mall, San Bernardino, CA 92415-0475: 1) A copy of all documentation related to the grievance; and 2) A letter with the client's original signature clearly indicating contact information for the recipient including a statement by the client authorizing the Program Staff to contact the recipient.
  - 2. Grievance Documentation Log:

Contractor shall create, utilize, and make available to the County a Grievance Documentation Log. Grievance Documentation log should document the following information: date of log entry, name of client, date grievance was filed, nature of grievance, outcome, and follow-up. All entries noted on the Grievance Documentation Log shall be documented sequentially. The log will be made available to RWP upon request.
- L. Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact the Contract. All Board of Directors' minutes shall be made available to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- M. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in Attachment F - Business Associate Agreement, hereby incorporated by this reference.

N. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

O. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

P. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

Q. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents

from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that

coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary

coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- R. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

- S. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

- T. Contractor agrees to and shall comply with the County’s Equal Employment Opportunity Program and Civil Rights Compliance requirements:

- 1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, gender, marital status, sexual orientation, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County Human Services Contracts Unit.

- 2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan.



- U. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- V. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- W. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- X. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- Y. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- Z. Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of contract effective date and follow necessary procedures to be included in the 2-1-1 database. The contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
- AA. Contractor agrees to and shall comply with the following American Recovery and Reinvestment Act funding requirements:

1. Use of ARRA Funds and Requirements: This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees

to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

2. **Schedule of Expenditure of Federal Awards:** In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

3. **Whistleblower Protection Act:** Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of the Title XV Division A of the ARRA.

- BB. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the Public Health Director or their designee.
- CC. Contractor will notify the County of any financial hardship, including inability to meet payroll obligations, inability to pay vendors, a revenue shortfall, or any other event that may impair the Contractor's ability to continue standard operations.
- DD. In the event of Contractor closure, the Contractor will aid in the transition of clients to other agencies throughout the TGA.
- EE. Contractor shall maintain a written plan that addresses client need after an emergency event, such as a natural or man-made disaster.

#### IV. COUNTY RESPONSIBILITIES

- A. The County agrees to compensate the Contractor on a cost reimbursement basis for approved expenses. The process may take up to eight weeks from the date of receipt of the invoices as described in Section V, Paragraphs B and C.
- B. The County will monitor and evaluate the performance of the Contractor in meeting terms of the Contract and the quality and effectiveness of services provided based on criteria determined by the County. County staff shall monitor the performance of the Ryan White Part A Contractors at least annually, or as deemed necessary by the County.
- C. The County will provide consultation and technical assistance to the Contractor in carrying out the terms of this Contract.

#### V. FISCAL PROVISIONS

- A. The total amount of this Contract is \$1,047,160, which is available for expenditure in accordance with the service provided, unless changed by the budget/Contract amendment process, and is subject to availability of funds to the County. If the funding source notifies the County that such funding is terminated or reduced, the County shall determine whether this Contract will be terminated or the County's maximum obligation reduced. The County will notify the Contractor in writing of its determination. The consideration to be paid to the Contractor as provided herein shall be in full payment for all of the Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. Payment to the Contractor shall be contingent upon the submission by the Contractor, and approval by the County, of the required reports and invoices. Expenditures for services submitted by the Contractor to the County for reimbursement must be consistent with the approved program budget that is attached hereto and incorporated herein by this reference as Attachment G - Budget.
- C. The Contractor shall provide monthly invoices to the County within (20) twenty calendar days or earlier following the month in which services were provided in the format designated as Attachment H - Invoice attached hereto and incorporated herein by this reference. Invoices submitted after the required due date will be paid at the sole discretion of the County. Progress and utilization reports must be entered into ARIES at the time the invoice is submitted for payment. Contractor will submit all supporting documentation for all line items and clearly identify the supporting data/information of the submitted invoice, including monthly utilization reports printed from ARIES. Invoices submitted without corresponding utilization, bi-annual narrative reports and supporting documentation will not be processed and will be returned to Contractor. Failure to submit documents as required may result in the delay of payment to the Contractor. The County reserves the right to revise invoice formats to meet updated program requirements.

Invoices shall be submitted to:

RWP Program Office  
San Bernardino County Public Health Department  
120 Carousel Mall  
San Bernardino, CA 92415-0475  
Main Line: (909) 388-0400  
FAX: (909) 388-0401

- D. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

- E. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- G. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- H. The Department of Public Health has the authority to approve line item budget changes to the program budgets contained herein, as long as these changes do not exceed the total contracted dollar amount. In addition, upon approval from the IEHPC, RWP staff shall have the authority to move funds between RWP Service Categories. Contractor shall request a program budget modification if: 1) aggregate expenses are expected to exceed 10% of the budgeted Contract amount; 2) establishing a new budgeted line item; 3) expenditures are expected to exceed the budgeted amount for an object class category (e.g., personnel); or 4) requesting a transfer of funds from one line item to another line item.
- I. The Contractor will not make changes to the program budget without first submitting to the County a letter signed by an authorized individual on behalf of Contractor. Each written request for a budget modification must: 1) specify the changes requested by service category, line item, and amount; and 2) include a justification for the request. The County will approve or deny budget modification requests that do not exceed the total contracted dollar amount within ten (10) calendar days of receipt. For every approved budget modification, the Contractor shall, within ten (10) calendar days, prepare and submit revised budgets and scopes of work to the County incorporating the effects of the approved budget modification.
- J. The County may initiate budget amendments by written or electronic communication with the Contractor specifying the required amendment. The Contractor shall respond by providing revised scope(s) of work and budgets as required to accomplish the requested amendment within the timeframe specified by the County.
- K. The County may, as it deems necessary, ensure that no single monthly service category payment exceeds one-twelfth (1/12) of the total service category contract allocation unless there have been payments of less than one-twelfth (1/12) of such amount for any prior month of the contract. To the extent that there have been such lesser payments, then the remaining amount(s) may be used to pay monthly claims which exceed one-twelfth (1/12) of each service category contract allocation.

## **VI. RIGHT TO MONITOR AND AUDIT**

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.

- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to OMB Circular A-133, Contractors expending \$500,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine months following the end of the Contractor's fiscal year.
- H. The Contractor shall be required to submit copies of annual independent fiscal audits covering the previous Ryan White Program year to the County in order to document the appropriate use of funds.
- I. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:

93.914            HIV Emergency Relief Project Grants – RWP Part A & MAI

**VII. CORRECTION OF PERFORMANCE DEFICIENCIES**

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
  - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - 3. Withhold funds pending duration of the breach; and/or
  - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
  - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any

sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

**VIII. TERM**

This Contract is effective as of March 1, 2011 and expires February 29, 2012, but may be terminated earlier in accordance with provisions of Section IX of the Contract and may be renewed in accordance with the following paragraph.

This Contract may be automatically renewed at the end of each Program Year, for up to two (2) additional years. Each renewal will commence at the dollar value of the most recently approved contract amount. This provision may be exercised by DPH upon written notification to the Contractor and approval from the County Board of Supervisors.

**IX. EARLY TERMINATION**

- A. The County may terminate the Contract immediately under the provisions of Section VII, Paragraph B, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant County Executive Officer – Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.

**X. GENERAL PROVISIONS**

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below, except as otherwise provided in Section V., Paragraph C of this Contract.

Contractor: County of Riverside, Department of Public Health  
P.O. Box 7600  
Riverside, CA 92503

County: (Program Information)  
County of San Bernardino  
Department of Public Health  
Attn: Ryan White Program Office  
120 Carousel Mall  
San Bernardino, CA 92415-0475

County: (Contract Information)  
County of San Bernardino  
Human Services Administrative Support Division  
Attn: Contracts Unit  
150 South Lena Road  
San Bernardino, CA 92415-0515

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Executive Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
- E. The state and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- F. The County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge the County as the funding agency and the Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by the Contractor in the United States or in any other country without the express written consent of the County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with the County prior to publication. The Contractor shall receive written permission from the County prior to publication of said training materials.
- G. County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- H. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- I. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- J. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable

(giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.

- K. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.



**XI. CONCLUSION**

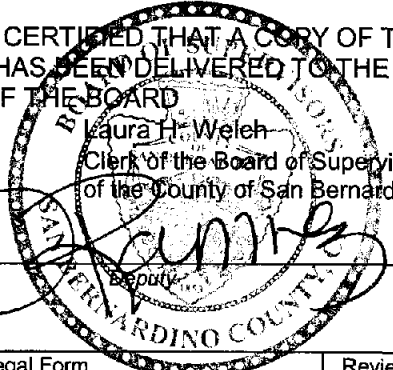
- A. This Contract, consisting of twenty-one (21) pages and Attachments A through H, is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

FORM APPROVED COUNTY COUNSEL  
BY: *Neal R. Kipnis* DATE 3/19/11  
NEAL R. KIPNIS

COUNTY OF SAN BERNARDINO

*Josie Gonzales*  
Josie Gonzales Chair, Board of Supervisors  
Dated MAR 01 2011

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD



By \_\_\_\_\_

County of Riverside, Department of Public Health  
*(Print or type name of corporation, company, contractor, etc.)*

By *[Signature]*  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title Chairman, Board of Supervisors  
*(Print or Type)*

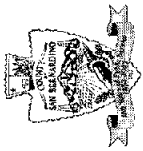
Dated \_\_\_\_\_

Address P.O. Box 7600  
Riverside, CA 92503

Approved as to Legal Form  
*Kristina Robb*  
Kristina Robb, Deputy County Counsel  
Date 3/21/11

Reviewed by Contract Compliance  
*Lory Klopfer*  
Lory Klopfer HS/Contracts Unit  
Date 1/24/11

Presented to BOS for Signature  
*Allan Rawland*  
Allan Rawland, Acting Director  
Date 2/4/11

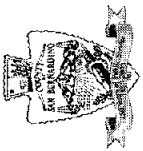


**RYAN WHITE PROGRAM  
SCOPE OF WORK**

**ATTACHMENT A**

RYAN WHITE PROGRAM PART A: MAR 1, 2011 - FEB 29, 2012

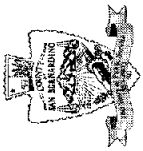
CONTRACT NUMBER:	County of Riverside, Dept of Public Health, HIV/AIDS Program															
	OUTPATIENT/AMBULATORY HEALTH SERVICES															
CONTRACTOR:	To maintain or improve the health status of persons living with HIV/AIDS in the TGA. NOTE: Medical care for the treatment of HIV infection includes the provision of care that is consistent with the United States Public Health Service, National Institutes of Health, American Academy of HIV Medicine (AAHIVM).															
SERVICE CATEGORY:	Improved or maintained CD4 cell count; Improved or maintained CD4 cell count, as a % of total lymphocyte cell count; and Improved or maintained viral load															
SERVICE GOAL:																
SERVICE HEALTH OUTCOME(S):																
Planned Services to Clients by service area of residence:	1		2		3		4		5		6					
	Riv W	Riv C	Riv E	Riv W	Riv E	Riv W	Riv E	Riv W	Riv E	Riv W	Riv E	Riv W				
	Current	New	Current	New	Current	New	Current	New	Current	New	Current	New				
Total # Undup CLIENTS to be Served	99	25	63	15	18	5	0	0	0	0	0	0	225	5	2	11
Caucasian/White	30	7	19	5	5	1	0	0	0	0	0	0	67	1	1	3
African American	20	5	13	3	4	1	0	0	0	0	0	0	46	1	0	2
Latino/a	40	10	25	6	7	2	0	0	0	0	0	0	90	2	1	5
Women	25	6	16	4	5	1	0	0	0	0	0	0	57	1	1	3
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth	10	2	6	2	2	0	0	0	0	0	0	0	22	0	0	1
Planned Client Utilization by service area of residence:	1		2		3		4		5		6					
	Riv W	Riv C	Riv E	Riv W	Riv E	Riv W	Riv E	Riv W	Riv E	Riv W	Riv E	Riv W				
	Current	New	Current	New	Current	New	Current	New	Current	New	Current	New				
Total Svc UNITS to be delv'd	1007	336	640	214	183	60	0	0	0	0	0	0	2440	61	31	153
Caucasian/White	302	101	192	64	55	18	0	0	0	0	0	0	732	18	9	46
African American	201	67	128	43	37	12	0	0	0	0	0	0	488	12	6	31
Latino/a	403	134	256	85	73	24	0	0	0	0	0	0	975	24	12	61
Women	252	84	160	53	46	15	0	0	0	0	0	0	610	15	8	38
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth	101	34	64	21	18	6	0	0	0	0	0	0	244	6	3	15



**RYAN WHITE PROGRAM  
SCOPE OF WORK**

**ATTACHMENT A**

Planned Client Visits by service area of residence:	1		2		3		4		5		6		Total	Newly Diagnosed	HIV Unaware	Aware/ Not in Care
	Riv W Current	New	Riv C Current	New	Riv E Current	New	SB WW Current	New	SB EV Current	New	SB D Current	New				
Total # of Service VISITS to be delivered	335	112	214	71	61	20	0	0	0	0	0	0	813	20	10	51
Caucasian/White	101	34	64	21	18	6	0	0	0	0	0	0	244	6	3	15
African American	67	22	43	14	12	4	0	0	0	0	0	0	163	4	2	10
Latino/a	134	45	85	28	24	8	0	0	0	0	0	0	325	8	4	20
Women	84	28	53	18	15	5	0	0	0	0	0	0	203	5	3	13
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth	34	11	21	7	6	2	0	0	0	0	0	0	81	2	1	5



**RYAN WHITE PROGRAM  
SCOPE OF WORK**

**ATTACHMENT A**

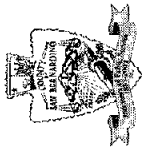
PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<p>The DOPH-HIV/AIDS health services treatment team will provide the following service delivery elements to PLWHA receiving * HIV Outpatient/Ambulatory Health Services at Riverstone Neighborhood Health Center, Parris Family Care Center, Indio Family Care Center, and Blythe Family Health Clinic.</p> <ul style="list-style-type: none"> <li>• Development of Treatment Plan</li> <li>• Diagnostic Testing</li> <li>• Early Intervention and Risk Assessment</li> <li>• Preventive Care and Screening</li> <li>• Practitioner Examination</li> <li>• Medical History Taking</li> <li>• Diagnosis and Treatment of Common Physical and Mental Conditions</li> <li>• Prescribing and Managing Medication Therapy</li> <li>• Education and Counseling on Health Issues</li> <li>• Continuing Care and Management of Chronic Conditions</li> <li>• Referral to and Provision of Specialty Care</li> <li>• Treatment Adherence Counseling/Education</li> <li>• Services are provided based on established Cultural and Linguistic Competency Standards</li> <li>• Integrate and utilize ARIES to incorporate core data elements</li> </ul>	<p>1,2, 3</p>	<p>By 02/29/12</p>	<ul style="list-style-type: none"> <li>• Client Health Assessment</li> <li>• Lab Results</li> <li>• Treatment Plan</li> <li>• Psychosocial Assessments</li> <li>• Treatment Adherence Documentation</li> <li>• Case Conferencing Documentation</li> <li>• Progress Notes</li> <li>• Cultural Competency Plan</li> <li>• ARIES Reports</li> </ul>



**RYAN WHITE PROGRAM  
SCOPE OF WORK**

**ATTACHMENT A**

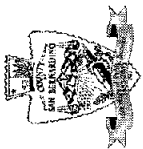
<p><b>Implementation Activities:</b></p> <ol style="list-style-type: none"> <li>The HIV/AIDS Branch Chief, Medical Director, and HIV Clinic Manager are responsible for ensuring Outpatient/Ambulatory Health Services are delivered according to the IEHPC Standards of Care and Scope of Work activities.</li> <li>Clinic staff will conduct assessments including evaluation health history and presenting problems. Those on HIV medications are evaluated for treatment adherence. Assessments will consist of:             <ol style="list-style-type: none"> <li>Completing a medical history</li> <li>Conducting a physical examination including an assessment for oral health care</li> <li>Reviewing lab test results</li> <li>Assessing the need for medication therapy</li> <li>Development of a Treatment Plan.</li> <li>Collection of blood samples for CD4 Viral load, Hepatitis and other testing</li> <li>Perform TB skin test and chest x-ray</li> </ol> </li> <li>Clinicians will complete a medical history on clients which will include but are not limited to: family medical history, psycho-social history, current medications, and environmental assessment. Diabetes, cardiovascular diseases, renal disease, GI abnormalities, pancreatitis, liver disease, or hepatitis.             <ol style="list-style-type: none"> <li>Conducting a physical examination</li> <li>Reviewing lab test results</li> <li>Assessing the need for medication therapy</li> <li>Development of a Treatment Plan.</li> </ol> </li> <li>An assessment of the clients' current knowledge of HIV and treatment options is conducted by the health education and the treatment team. Health education and counseling is provided to the client in choosing an appropriate health education plan that will include education regarding the reduction of transmission of HIV and to reduce their transmission risk behaviors.</li> <li>Based on medical history, physical examination and lab-test results, clinician will develop a treatment plan with diagnosis and treatment for common physical conditions such as opportunistic infections related to HIV which may include but are not limited to: candidiasis, cervical cancer, herpes simplex, Kaposi's Sarcoma, tuberculosis.</li> </ol>	<p>1, 2, 3</p>	<p>By 02/29/12</p>	<ul style="list-style-type: none"> <li>Client Health Assessment</li> <li>Lab Results</li> <li>Treatment Plan</li> <li>Psychosocial Assessments</li> <li>Treatment Adherence Documentation</li> <li>Case Conferencing Documentation</li> <li>Progress Notes</li> <li>Cultural Competency Plan</li> <li>ARIES Reports</li> </ul>
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**RYAN WHITE PROGRAM  
SCOPE OF WORK**

**ATTACHMENT A**

<p>6. Health Care Social Worker will interview client and their families to assess the nature of their social and financial problems and the need for social service intervention as it relates to HIV</p> <p>7. HIV Clinic Manager and Senior CDS will ensure that clinic staff at all levels and across all disciplines receive ongoing education and training in C&amp;L service delivery to ensure that clients receive quality care that is respectful, compatible with client's cultural, health beliefs, practices, preferred language and in a manner that reflects and respects the race/ethnicity, gender, sexual orientation, and religious preference of community served.</p> <p>8. HIV Clinic Manager and Senior CDS will review and update on an ongoing basis the written plan that outlines goals, policies, operational plans, and mechanisms for management oversight to provide C&amp;L appropriate services.</p> <p>9. Information will be entered into ARIES. The ARIES reports will be used by the Quality Management team to identify quality service indicators and provide opportunities for improvement in care and services, improve desired patient outcomes and results can be used to develop and recommend "best practices."</p> <p><i>*Medical care for the treatment of HIV infection includes the provision of care that is consistent with the United States Public Health Service, National Institutes of Health, and American Academy of HIV Medicine (AAHIVM).</i></p>	<p>1,2, 3</p>	<p>By 02/29/12</p>	<ul style="list-style-type: none"> <li>• Client Health Assessment</li> <li>• Lab Results</li> <li>• Treatment Plan</li> <li>• Psychosocial Assessments</li> <li>• Treatment Adherence Documentation</li> <li>• Case Conferencing Documentation</li> <li>• Progress Notes</li> <li>• Cultural Competency Plan</li> <li>• ARIES Reports</li> </ul>
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**RYAN WHITE PROGRAM  
SCOPE OF WORK**

**ATTACHMENT A**

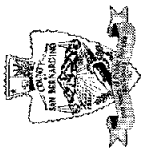
RYAN WHITE PROGRAM PART A: MAR 1, 2011 - FEB 29, 2012

CONTRACT NUMBER: \_\_\_\_\_  
 CONTRACTOR: **County of Riverside, Dept of Public Health, HIV/AIDS Program**  
 SERVICE CATEGORY: **ORAL HEALTH CARE SERVICES**  
 SERVICE GOAL: **Improve or maintain the oral health of HIV+ clients throughout the TGA to sustain proper nutrition.**

SERVICE HEALTH OUTCOME(S): **Improved or maintained CD4 cell count; Improved or maintained CD4 cell count, as a % of total lymphocyte cell count; and Improved or maintained viral load**

Planned Services to Clients by service area of residence:	1 Riv W		2 Riv C		3 Riv E		4 SB WW		5 SB EV		6 SB D		Total	Newly Diagnosed	HIV Unaware	Aware/Not in Care
	Current	New	Current	New	Current	New	Current	New	Current	New	Current	New				
Total # Undup CLIENTS to be Served	0	46	0	30	0	8	0	0	0	0	0	0	84	8	4	21
Caucasian/White	0	14	0	9	0	3	0	0	0	0	0	0	26	3	1	6
African American	0	9	0	6	0	2	0	0	0	0	0	0	17	2	1	4
Latino/a	0	18	0	12	0	3	0	0	0	0	0	0	33	3	2	8
Women	0	12	0	7	0	2	0	0	0	0	0	0	21	2	1	5
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth	0	5	0	3	0	1	0	0	0	0	0	0	9	1	0	2

Planned Client Utilization by service area of residence :	1 Riv W		2 Riv C		3 Riv E		4 SB WW		5 SB EV		6 SB D		Total	Newly Diagnosed	HIV Unaware	Aware/Not in Care
	Current	New	Current	New	Current	New	Current	New	Current	New	Current	New				
Total Svc UNITS to be delv'd	0	554	0	353	0	101	0	0	0	0	0	0	1008	101	50	252
Caucasian/White	0	167	0	107	0	30	0	0	0	0	0	0	304	30	15	76
African American	0	111	0	71	0	20	0	0	0	0	0	0	202	20	10	50
Latino/a	0	222	0	141	0	40	0	0	0	0	0	0	403	40	20	101
Women	0	139	0	88	0	25	0	0	0	0	0	0	252	25	13	63
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth	0	55	0	35	0	10	0	0	0	0	0	0	100	10	5	25

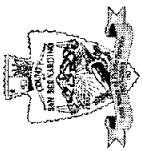


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Planned Client Visits by service area of residence:	1 Riv W		2 Riv C		3 Riv E		4 SBWV		5 SB E V		6 SB D		Total	Newly Diagnosed	IHV Unaware	Aware/ Not in Care
	Current	New	Current	New	Current	New	Current	New	Current	New	Current	New				
Total # of Service VISITS to be delivered	0	277	0	176	0	50	0	0	0	0	0	0	503	50	25	126
Caucasian/White	0	84	0	53	0	15	0	0	0	0	0	0	152	15	8	38
African American	0	55	0	35	0	10	0	0	0	0	0	0	101	10	5	25
Latino/a	0	111	0	70	0	20	0	0	0	0	0	0	201	20	10	50
Women	0	69	0	44	0	13	0	0	0	0	0	0	126	13	6	31
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth	0	28	0	18	0	5	0	0	0	0	0	0	50	5	3	13

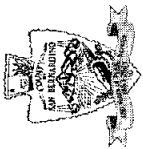




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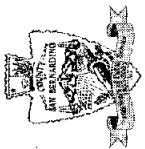
PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<p>The DOPH-HIV/AIDS oral health practitioner will provide the following <i>service delivery elements</i> to PLWHA receiving Oral Health Care at the Rubidoux Family Care Center.</p> <ul style="list-style-type: none"> <li>• Comprehensive Oral Exam</li> <li>• Development of Treatment Plan in Collaboration with Client</li> <li>• Treatment Visit(s)</li> <li>• Development of Oral Hygiene Plan in Collaboration with Client</li> <li>• Ongoing Treatment Visits</li> <li>• Ongoing Preventive Visits</li> <li>• Follow-up prophylactic visit within 6 months of initial visit.</li> <li>• Emergency Care Visit if necessary</li> <li>• Services are provided based on established Cultural and Linguistic Competency Standards</li> <li>• Integrate and utilize ARIES to incorporate core data elements.</li> </ul> <p><b>Implementation Activities:</b></p> <ol style="list-style-type: none"> <li>1. The HIV/AIDS Branch Chief and HIV Clinic Manager are responsible for ensuring Oral Health Care Services are delivered according to the IEHPC Standards of Care and Scope of Work activities.</li> <li>2. Upon first referral or contact by client, will schedule dental appointment with oral health provider and treat dental problem within 24 hours of initial client contact. Needed dental follow-up visits will be scheduled according to dental treatment plan as prescribed by dentist.</li> <li>3. PLWHA accessing Oral Health Care will receive a comprehensive initial assessment that will include:               <ul style="list-style-type: none"> <li>• a complete medical and</li> <li>• a social history and a comprehensive oral exam.</li> </ul> </li> </ol>	<p>1, 2, 3</p>	<p>By 02/29/12</p>	<ul style="list-style-type: none"> <li>• Complete oral examination documented within 60 days of initial visit</li> <li>• Treatment plan in chart based on their oral examination and documentation that the plan was discussed with the client</li> <li>• Documentation of prophylactic visit within 6 months of initial visit</li> <li>• Documentation clients received necessary follow up appointment after preventive care visit</li> <li>• Cultural Competency Plan</li> <li>• ARIES Reports</li> </ul>



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<ol style="list-style-type: none"> <li>1. The oral health practitioner will develop a comprehensive treatment plan that will include preventive care and maintenance, signed by client and provider.</li> <li>2. The oral health practitioner will develop an oral hygiene plan in collaboration with client.</li> <li>3. Follow-up prophylactic visits will be scheduled within six months of initial visit and PLWHA will be encouraged to follow-up with their oral health treatment plan.</li> <li>4. Treatment and oral hygiene plans will be communicated with medical case managers for inclusion to care plans.</li> <li>5. HIV Clinic Manager and Senior CDS will ensure that clinic staff at all levels and across all disciplines receive ongoing education and training in C&amp;L service delivery to ensure that clients receive quality care that is respectful, compatible with client's cultural, health beliefs, practices, preferred language and in a manner that reflects and respects the race/ethnicity, gender, sexual orientation, and religious preference of community served.</li> <li>6. HIV Clinic Manager and Senior CDS will review and update on an ongoing basis the written plan that outlines goals, policies, operational plans, and mechanisms for management oversight to provide C&amp;L appropriate services.</li> <li>7. Information will be entered into ARIES. The ARIES reports will be used by the Quality Management team to identify quality service indicators and provide opportunities for improvement in care and services, improve desired patient outcomes and results can be used to develop and recommend "best practices."</li> </ol>	<p>1,2, 3</p>	<p>By 02/29/12</p>	<ul style="list-style-type: none"> <li>• Complete oral examination documented within 60 days of initial visit</li> <li>• Treatment plan in chart based on their oral examination and documentation that the plan was discussed with the client</li> <li>• Documentation of prophylactic visit within 6 months of initial visit</li> <li>• Documentation clients received necessary follow up appointment after preventive care visit</li> <li>• Cultural Competency Plan</li> <li>• ARIES Reports</li> </ul>
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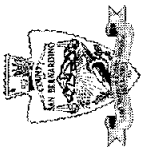


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RYAN WHITE PROGRAM PART A: MAR 1, 2011 - FEB 29, 2012

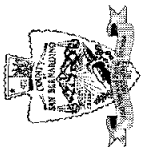
CONTRACT NUMBER:		County of Riverside, Dept of Public Health, HIV/AIDS Program													
CONTRACTOR:		AIDS PHARMACEUTICAL ASSISTANCE (LOCAL)													
SERVICE CATEGORY:		To maintain or improve health outcomes of persons living with HIV/AIDS by making available needed HIV/AIDS medications.													
SERVICE GOAL:		Improved or maintained CD4 cell count; Improved or maintained CD4 cell count, as a % of total lymphocyte cell count; and Improved or maintained viral load													
Planned Services to Clients by service area of residence:	1 Riv W Current	2 Riv C Current	3 Riv E Current	4 SB WW		5 SB EV		6 SB D		Total	Newly Diagnosed	HIV Unaware	Aware/ Not in Care		
				New	Current	New	Current	New	Current					New	Current
Total # Undup CLIENTS to be Served	5	4	5	1	2	0	0	0	0	0	25	2	1	4	
Caucasian/White	2	1	2	0	0	0	0	0	0	0	7	0	0	1	
African American	1	1	1	0	0	0	0	0	0	0	5	0	0	1	
Latino/a	2	1	2	0	1	0	0	0	0	0	9	1	0	2	
Women	1	1	1	0	0	0	0	0	0	0	5	0	0	1	
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Youth	1	0	1	0	0	0	0	0	0	0	3	0	0	0	
Planned Client Utilization by service area of residence :		2 Riv C		3 Riv E		4 SB WW		5 SB EV		6 SB D		Total	Newly Diagnosed	HIV Unaware	Aware/ Not in Care
Total Svc UNITS to be delv'd	5	4	5	1	2	0	0	0	0	0	25				
Caucasian/White	2	1	2	0	0	0	0	0	0	0	7	0	0	1	
African American	1	1	1	0	0	0	0	0	0	0	5	0	0	1	
Latino/a	2	1	2	0	1	0	0	0	0	0	9	1	0	2	
Women	1	1	1	0	0	0	0	0	0	0	5	0	0	1	
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Youth	1	0	1	0	0	0	0	0	0	0	3	0	0	0	



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Planned Client Visits by service area of residence:	1		2		3		4		5		6		Total	Newly Diagnosed	HIV Unaware	Aware/ Not in Care
	Riv W Current	New	Riv C Current	New	Riv E Current	New	SBWV Current	New	SB EV Current	New	SB D Current	New				
Total # of Service VISITS to be delivered	5	8	4	5	1	2	0	0	0	0	0	0	25	2	1	4
Caucasian/White	2	2	1	2	0	0	0	0	0	0	0	0	7	0	0	1
African American	1	2	1	1	0	0	0	0	0	0	0	0	5	0	0	1
Latino/a	2	3	1	2	0	1	0	0	0	0	0	0	9	1	0	2
Women	1	2	1	1	0	0	0	0	0	0	0	0	5	0	0	1
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth	1	1	0	1	0	0	0	0	0	0	0	0	3	0	0	0



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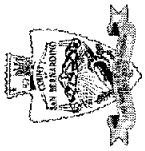
PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<p>The DOPH-HIV/AIDS health services treatment team will provide the following <i>service delivery elements</i> to PLWHA receiving AIDS Pharmaceutical Assistance at Riverside Neighborhood Health Center, Perris Family Care Center, Indio Family Care Center, and Blythe Family Health Clinic.</p> <p>Antiretroviral medication (HIV/AIDS)</p> <p>Services are provided based on established Cultural and Linguistic Competency Standards Integrate and utilize ARIES to incorporate core data elements.</p> <p><b>Implementation Activities:</b></p> <ol style="list-style-type: none"> <li>1. The HIV Clinic Manager and R.N. Supervisor are responsible for ensuring AIDS Pharmaceutical Assistance Services are delivered according to the IEHPC Standards of Care and Scope of Work activities.</li> <li>2. Clients will be screened by an Insurance Billing Clerk from the Riverside HIV Care Program to link with insurance programs (MISP/ADAP), with the goal of obtaining a long-term insurance plan.</li> <li>3. After screening, if client is identified in need of pharmaceutical assistance, the RN or LVN will check with the Billing Clerk to confirm that the client is eligible for RW services.</li> <li>4. Once verified that the client has no other means to pay for their HIV medications, the RN and/or LVN obtains verbal consent from the Clinic Supervisor or RN Supervisor to provide medications paid for with Ryan White funds.</li> <li>5. The RN or LVN will insert one copy of the medication order into the patients chart indicating in the progress note that clients' medications were paid for by Ryan White.</li> <li>6. The RN documents in the <i>Ryan White Log</i> the patient who received Ryan White Pharmaceutical Assistance, the name of the medication, the cost and the date it was ordered.</li> <li>7. Client will be provided with physician's prescription of one 30 day or less supply of antiretroviral medication</li> </ol>	<p>1,2, 3</p>	<p>By 02/29/12</p>	<ul style="list-style-type: none"> <li>• Medication Logs</li> <li>• Documentation in Client's Chart - Progress Notes</li> <li>• Cultural Competency Plan</li> <li>• ARIES Reports</li> </ul>



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<p>8. HIV Clinic Manager and Senior CDS will ensure that clinic staff at all levels and across all disciplines receive ongoing education and training in C&amp;L service delivery to ensure that clients receive quality care that is respectful, compatible with client's cultural, health beliefs, practices, preferred language and in a manner that reflects and respects the race/ethnicity, gender, sexual orientation, and religious preference of community served.</p> <p>9. HIV Clinic Manager and Senior CDS will review and update on an ongoing basis the written plan that outlines goals, policies, operational plans, and mechanisms for management oversight to provide C&amp;L appropriate services.</p> <p>10. Information will be entered into ARIES. The ARIES reports will be used by the Quality Management team to identify quality service indicators and provide opportunities for improvement in care and services, improve desired patient outcomes and results can be used to develop and recommend "best practices."</p>	1,2, 3	By 02/29/12	<ul style="list-style-type: none"><li>• Medication Logs</li><li>• Documentation in Client's Chart - Progress Notes</li><li>• Cultural Competency Plan</li><li>• ARIES Reports</li></ul>
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RYAN WHITE PROGRAM PART A: MAR 1, 2011 - FEB 29, 2012

**CONTRACT NUMBER:** \_\_\_\_\_  
**CONTRACTOR:** **County of Riverside, Dept of Public Health, HIV/AIDS Program**  
**SERVICE CATEGORY:** **MENTAL HEALTH SERVICES**

**SERVICE GOAL:** To have services available throughout the TGA to minimize crisis situations and stabilize clients' mental health status, in order to maintain in the care system.

**SERVICE HEALTH OUTCOME(S):** **Improved or maintained CD4 cell count; Improved or maintained CD4 cell count, as a % of total lymphocyte cell count; and Improved or maintained viral load**

Planned Services to Clients by service area of residence:	1		2		3		4		5		6		Total	Newly Diagnosed	HIV Unaware	Aware/Not in Care
	Riv W Current	Riv W New	Riv C Current	Riv C New	Riv E Current	Riv E New	SB WV Current	SB WV New	SB EV Current	SB EV New	SB D Current	SB D New				
Total # Undup CLIENTS to be Served	18	8	12	5	3	2	0	0	0	0	0	0	48	2	1	4
Caucasian/White	5	2	3	2	1	0	0	0	0	0	0	0	13	0	0	1
African American	4	2	2	1	1	0	0	0	0	0	0	0	10	0	0	1
Latino/a	7	3	5	2	1	1	0	0	0	0	0	0	19	1	0	2
Women	5	2	3	1	1	0	0	0	0	0	0	0	12	0	0	1
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth	2	1	1	1	0	0	0	0	0	0	0	0	5	0	0	0

Planned Client Utilization by service area of residence:	1		2		3		4		5		6		Total	Newly Diagnosed	HIV Unaware	Aware/Not in Care
	Riv W Current	Riv W New	Riv C Current	Riv C New	Riv E Current	Riv E New	SB WV Current	SB WV New	SB EV Current	SB EV New	SB D Current	SB D New				
Total Svc UNITS to be delv'd	268	89	171	57	49	16	0	0	0	0	0	0	650	16	8	41
Caucasian/White	81	27	51	17	15	5	0	0	0	0	0	0	196	5	2	12
African American	54	18	34	11	10	3	0	0	0	0	0	0	130	3	2	8
Latino/a	107	36	68	23	20	6	0	0	0	0	0	0	260	6	3	16
Women	67	22	43	14	12	4	0	0	0	0	0	0	162	4	2	10
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth	27	9	17	6	5	2	0	0	0	0	0	0	66	2	1	4

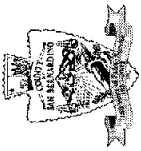


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Planned Client Visits by service area of residence:	1		2		3		4		5		6		Total	Newly Diagnosed	HIV Unaware	Aware/ Not in Care
	Riv W Current	New	Riv C Current	New	Riv E Current	New	SB WV Current	New	SB EV Current	New	SB D Current	New				
Total # of Service VISITS to be delivered	135	45	85	28	24	8	0	0	0	0	0	0	325	8	4	20
Caucasian/White	41	13	26	9	7	2	0	0	0	0	0	0	98	2	1	6
African American	27	9	17	6	5	2	0	0	0	0	0	0	65	2	1	4
Latino/a	54	18	34	11	10	3	0	0	0	0	0	0	130	3	2	8
Women	34	11	21	7	6	2	0	0	0	0	0	0	81	2	1	5
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth	14	4	9	3	2	1	0	0	0	0	0	0	33	1	0	2

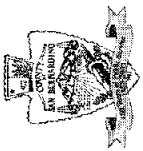




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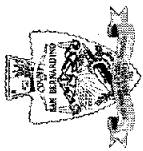
PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<p>The DOPH-HIV/AIDS Mental Health staff will provide the following <i>service delivery elements</i> to PLWHA receiving Mental Health Services at Riverside Neighborhood Center, Perris Family Care Center, and Indio Family Care Center.</p> <ul style="list-style-type: none"> <li>• Initial Individual Mental Health Assessment</li> <li>• Development of Care/Treatment Plan</li> <li>• Individual Counseling Session</li> <li>• Group Counseling Session</li> <li>• Case Conferencing Session</li> <li>• Psychiatric Assessment/Evaluation Session</li> <li>• Psychiatric Medications Management Session</li> <li>• Referral to other Mental Health Professionals</li> <li>• Services are provided based on established Cultural and Linguistic Competency Standards</li> <li>• Integrate and utilize ARIES to incorporate core data elements.</li> </ul> <p><b>Implementation Activities:</b></p> <ol style="list-style-type: none"> <li>1. The HIV Clinic Manager is responsible for ensuring Mental Health Services are delivered according to the IEHPC Standards of Care and Scope of Work activities.</li> <li>2. Clinically driven Mental Health Services will be staffed by a full-time Clinical Therapist licensed or certified by the Board of Behavioral Services (Licensed MFT or a Licensed Clinical Social Worker and part-time Psychiatrist to expand on-site mental health services for clients receiving Outpatient/Ambulatory Health Services.</li> <li>3. The clinical therapist will conduct an initial psychosocial assessment during the intake process. The assessment will involve the gathering of information from the client on the presenting problem, current living environment, mental health and substance abuse history, mental status exam, current mental health needs, support system, history or current abuse and clients goals related to mental health treatment.</li> <li>4. The clinical therapist will have the client complete all necessary forms that inform the patient regarding the mental health services they are to receive, confidentiality, and their commitment to treatment.</li> </ol>	<p>1, 2, 3</p>	<p>By 02/29/12</p>	<ul style="list-style-type: none"> <li>• Psychosocial Assessment Form with DSM IV Diagnosis</li> <li>• Goals &amp; Treatment Plan</li> <li>• Progress Notes</li> <li>• Case conferencing documentation</li> <li>• Referral Logs</li> <li>• Outcome Measurement Form</li> <li>• Cultural Competency Plan</li> <li>• ARIES Reports</li> </ul>



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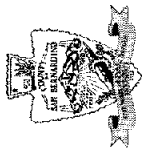
<p>5. Based on clinical assessment, the clinical therapist will determine a DSM-IV-TR Diagnosis and develop a goals and treatment plan signed by both therapist and client, which will include individual and/or group counseling sessions.</p> <p>6. Clinical team will meet weekly to discuss client's treatment plans and how to further assist the client in reaching their goals and objectives during case conferencing.</p> <p>7. Clients are referred by the physician or clinical therapist for Psychiatric assessment and evaluation if clients' present with a mental health issue that may require psychiatric evaluation and medication, (e.g., bi-polar, schizophrenia, depression, etc). The psychiatrist will prescribe a medication regimen based on the psychiatric assessment and manage the client's psychiatric diagnosis and in conjunction with the multi-disciplinary team.</p> <p>8. The mental health counseling process will include referrals from clinical staff which may include, but is not limited to medical providers, psychiatrist, nurses, social workers, nutritionist, medical case manager, health education and health service assistants.</p> <p>9. A thorough crisis assessment will be completed identifying the level of severity of the crisis and providing interventions such as a 5150 to stabilize the client.</p> <p>10. HIV Clinic Manager and Senior CDS will ensure that clinic staff at all levels and across all disciplines receive ongoing education and training in C&amp;L service delivery to ensure that clients receive quality care that is respectful, compatible with client's cultural, health beliefs, practices, preferred language and in a manner that reflects and respects the race/ethnicity, gender, sexual orientation, and religious preference of community served.</p> <p>11. HIV Clinic Manager and Senior CDS will review and update on an ongoing basis the written plan that outlines goals, policies, operational plans, and mechanisms for management oversight to provide C&amp;L appropriate services.</p> <p>12. Information will be entered into ARIES. The ARIES reports will be used by the Quality Management team to identify quality service indicators and provide opportunities for improvement in care and services, improve desired patient outcomes and results can be used to develop and recommend "best practices."</p>	<p>1, 2, 3</p>	<p>By 02/29/12</p>	<ul style="list-style-type: none"> <li>• Psychosocial Assessment Form with DSM IV Diagnosis</li> <li>• Goals &amp; Treatment Plan</li> <li>• Progress Notes</li> <li>• Case conferencing documentation</li> <li>• Referral Logs</li> <li>• Outcome Measurement Form</li> <li>• Cultural Competency Plan</li> <li>• ARIES Reports</li> </ul>
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**ATTACHMENT A**

Group Name and Brief Description	Number of Sessions	Gender	Expected Average Attendance Per Session	Session Length (Hours)	Sessions per Week	Group Duration	Outcome Measures
<ul style="list-style-type: none"> <li>Group #1: Women's Support Group</li> </ul>	1	Women	6-8	2 Hours	One per month	On-going,	75% of Clients will demonstrate a clinically significant increase in their Global Assessment  Functioning as measured by the Axis V



**RYAN WHITE PROGRAM  
SCOPE OF WORK**

**ATTACHMENT A**

RYAN WHITE PROGRAM PART A: MAR 1, 2011 - FEB 29, 2012

**CONTRACT NUMBER:**  
**CONTRACTOR:**  
**SERVICE CATEGORY:**  
**SERVICE GOAL:**

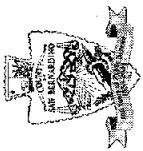
**County of Riverside, Dept of Public Health, HIV/AIDS Program  
 MEDICAL CASE MANAGEMENT SERVICES**

The goal of providing medical case management services is to ensure a continuum of high quality care which is client focused, client collaborative, and culturally appropriate, cost effective, efficient and accessible to all eligible persons with HIV/AIDS throughout the TGA as required to support the client's participation in HIV medical care. MCM services are to be located and delivered in Ryan White Program funded Outpatient/Ambulatory Medical Care clinics.

**SERVICE HEALTH OUTCOME(S):**  
**Improved or maintained CD4 cell count; Improved or maintained CD4 cell count, as a % of total lymphocyte cell count; and Improved or maintained viral load**

Planned Services to Clients by service area of residence:	1		2		3		4		5		6		Total	Newly Diagnosed	HIV Unaware	Aware/ Not in Care
	Riv W Current	New	Riv C Current	New	Riv E Current	New	SB WW Current	New	SB EV Current	New	SB D Current	New				
Total # Undup CLIENTS to be Served	64	21	40	13	12	4	0	0	0	0	0	0	154	4	2	10
Caucasian/White	19	6	12	4	3	1	0	0	0	0	0	0	45	1	1	3
African American	13	4	8	3	2	1	0	0	0	0	0	0	31	1	0	2
Latino/a	26	8	16	5	5	2	0	0	0	0	0	0	62	2	1	4
Women	16	5	10	3	3	1	0	0	0	0	0	0	38	1	0	2
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth	6	2	4	1	1	0	0	0	0	0	0	0	14	0	0	1

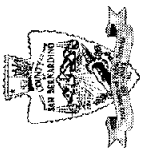
Planned Client Utilization by service area of residence:	1		2		3		4		5		6		Total	Newly Diagnosed	HIV Unaware	Aware/ Not in Care
	Riv W Current	New	Riv C Current	New	Riv E Current	New	SB WW Current	New	SB EV Current	New	SB D Current	New				
Total Svc UNITS to be delv'd	1004	336	638	214	183	60	0	0	0	0	0	0	2435	61	31	153
Caucasian/White	301	101	192	64	55	18	0	0	0	0	0	0	731	18	9	46
African American	201	67	128	43	37	12	0	0	0	0	0	0	488	12	6	31
Latino/a	402	134	256	85	73	24	0	0	0	0	0	0	974	24	12	61
Women	251	84	160	53	46	15	0	0	0	0	0	0	609	15	8	38
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth	100	34	64	21	18	6	0	0	0	0	0	0	243	6	3	15



**RYAN WHITE PROGRAM  
SCOPE OF WORK**

**ATTACHMENT A**

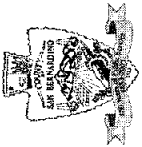
Planned Client Visits by service area of residence:	1		2		3		4		5		6		Total	Newly Diagnosed	HIV Unaware	Aware/ Not in Care
	Riv W Current	New	Riv C Current	New	Riv E Current	New	SB WV Current	New	SB EV Current	New	SB D Current	New				
Total # of Service VISITS to be delivered	502	168	319	107	91	30	0	0	0	0	0	0	1217	31	15	76
Caucasian/White	150	51	96	32	27	9	0	0	0	0	0	0	366	9	5	23
African American	100	34	64	21	18	6	0	0	0	0	0	0	243	6	3	15
Latino/a	201	67	128	43	36	12	0	0	0	0	0	0	487	12	6	31
Women	125	42	80	27	23	8	0	0	0	0	0	0	304	8	4	19
Infants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth	50	17	32	11	9	3	0	0	0	0	0	0	122	3	2	8



**RYAN WHITE PROGRAM  
SCOPE OF WORK**

**ATTACHMENT A**

PLANNED SERVICE DELIVERY AND IMPLEMENTATION ACTIVITIES:	SERVICE AREA	TIMELINE	PROCESS OUTCOMES
<p>The DOPH-HIV/AIDS Medical Case Management Staff will provide the following <i>service delivery elements</i> to PLWHA receiving Medical Case Management Services at Riverside Neighborhood Center, Perris Family Care Center, Indio Family Care Center, and Blythe Family Health Clinic.</p> <ul style="list-style-type: none"> <li>• Initial and ongoing assessment of the client's service needs</li> <li>• Development of a comprehensive care plan in collaboration with the client</li> <li>• Coordination of services required to implement the plan</li> <li>• Client monitoring to assess the efficacy of the plan</li> <li>• Periodic re-evaluation and adaptation of the plan as necessary</li> <li>• Client-specific advocacy and/or review of utilization of services</li> <li>• Coordination and follow-up of medical treatments</li> <li>• Provide or refer clients for advice, support, counseling on topics surrounding HIV disease, treatments, medications, treatment adherence education, caregiver bereavement support, dietary/nutrition advice and education, and terms and information needed by the client to effectively participate in his/her medical care</li> <li>• Includes all types of case management including face-to-face, phone contact and any other forms of communication.</li> <li>• Services are provided based on established Cultural and Linguistic Competency Standards.</li> <li>• Integrate and utilize ARIES to incorporate core data elements.</li> </ul> <p><b>Implementation Activities:</b></p> <ol style="list-style-type: none"> <li>1. The HIV Clinic Manager is responsible for ensuring MCM services are delivered according to the IEHPC Standards of Care and Scope of Work activities.</li> <li>2. Medical Case Managers will provide Medical Case Management Services to clients that meet the following criteria: <ul style="list-style-type: none"> <li>• Need one or more of the following services: home health, home and community-based services, mental health, substance abuse, housing assistance, and/or</li> <li>• Clients that exhibit the following: CDC &lt;500 and any viral load, including "undetectable," CD4 &lt;350 and any reportable viral load or viral load &gt;100,000 and any CD4 Count.</li> </ul> </li> </ol>	<p>1,2, 3</p>	<p>By 02/29/12</p>	<ul style="list-style-type: none"> <li>• Medical Case Management Needs Assessment Tool</li> <li>• Comprehensive Care Plan</li> <li>• Case Conferencing Documentation</li> <li>• Referral Logs</li> <li>• Progress Notes</li> <li>• Cultural Competency Plan</li> <li>• ARIES Reports</li> </ul>



## RYAN WHITE PROGRAM SCOPE OF WORK

## ATTACHMENT A

<ol style="list-style-type: none"> <li>3. Medical Case Managers will conduct an initial needs assessment to identify which HIV clients meet the criteria to receive medical case management services. Re-assessments will be conducted at a minimum of every four months by the MCM staff to determine service needs.</li> <li>4. The MCM staff will develop a comprehensive care plan in collaboration with client, primary care physician/provider and other health care/support staff to maximize client's care and facilitate cost-effective outcomes. The plan will include the following elements: problem/presenting issue(s), service need, goals, action plan, responsibility and timeframes.</li> <li>5. The MCM staff will discuss and document treatment adherence issues the HIV client is experiencing and work with treatment team staff to provide additional education and counseling for client.</li> <li>6. The MCM staff will work with the HIV client to become more self-managers in their care.</li> <li>7. MCM staff will share the care plan with the treatment team during case conferencing.</li> <li>8. The MCM staff will maintain ongoing coordination with internal programs and external agencies to which clients are referred for medical and support services.</li> <li>9. HIV Clinic Manager and Senior CDS will ensure that clinic staff at all levels and across all disciplines receive ongoing education and training in C&amp;L service delivery to ensure that clients receive quality care that is respectful, compatible with client's cultural, health beliefs, practices, preferred language and in a manner that reflects and respects the race/ethnicity, gender, sexual orientation, and religious preference of community served.</li> <li>10. HIV Clinic Manager and Senior CDS will review and update on an ongoing basis the written plan that outlines goals, policies, operational plans, and mechanisms for management oversight to provide C&amp;L appropriate services.</li> <li>11. Information will be entered into ARIES. The ARIES reports will be used by the Quality Management team to identify quality service indicators and provide opportunities for improvement in care and services, improve desired patient outcomes and results can be used to develop and recommend "best practices."</li> </ol>	<p>1,2, 3</p>	<p>By 02/29/12</p>	<ul style="list-style-type: none"> <li>• Medical Case Management Needs Assessment Tool</li> <li>• Comprehensive Care Plan</li> <li>• Case Conferencing Documentation</li> <li>• Referral Logs</li> <li>• Progress Notes</li> <li>• Cultural Competency Plan</li> <li>• ARIES Reports</li> </ul>
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## PROGRAM SERVICES DEFINITIONS

## CORE SERVICES

**Service Categories:**

- a. **Outpatient/Ambulatory medical care (health services)** is the provision of professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist, or nurse practitioner in an outpatient setting. Settings include clinics, medical offices, and mobile vans where clients generally do not stay overnight. Emergency room services are not outpatient settings. Services includes diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, education and counseling on health issues, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care (includes all medical subspecialties). Primary medical care for the treatment of HIV infection includes the provision of care that is consistent with the Public Health Service's guidelines. Such care must include access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies. **NOTE: Early Intervention Services provided by Ryan White Part C and Part D Programs should be included here under Outpatient/ Ambulatory medical care.**
- b. **AIDS Drug Assistance Program (ADAP treatments)** is a State-administered program authorized under Part B of the Ryan White Program that provides FDA-approved medications to low-income individuals with HIV disease who have limited or no coverage from private insurance, Medicaid, or Medicare.
- c. **AIDS Pharmaceutical Assistance (local)** includes local pharmacy assistance programs implemented by Part A or Part B Grantees to provide HIV/AIDS medications to clients. This assistance can be funded with Part A grant funds and/or Part B base award funds. Local pharmacy assistance programs are **not** funded with ADAP earmark funding.
- d. **Oral Health Care** includes diagnostic, preventive, and therapeutic services provided by general dental practitioners, dental specialists, dental hygienists and auxiliaries, and other trained primary care providers.
- e. **Early Intervention Services (EIS)** include counseling individuals with respect to HIV/AIDS; testing (including tests to confirm the presence of the disease, tests to diagnose the extent of immune deficiency, tests to provide information on appropriate therapeutic measures); referrals; other clinical and diagnostic services regarding HIV/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and providing therapeutic measures.
- f. **Health Insurance Premium & Cost Sharing Assistance** is the provision of financial assistance for eligible individuals living with HIV to maintain a continuity of health insurance or to receive medical benefits under a health insurance program. This includes premium payments, risk pools, co-payments, and deductibles.
- g. **Home Health Care** includes the provision of services in the home by licensed health care workers such as nurses and the administration of intravenous and aerosolized treatment, parenteral feeding, diagnostic testing, and other medical therapies.
- h. **Home and Community-based Health Services** include skilled health services furnished to the individual in the individual's home based on a written plan of care established by a case management team that includes appropriate health care professionals. Services include durable medical equipment; home health aide services and personal care services in the home; day treatment or other partial hospitalization services; home intravenous and aerosolized drug therapy (including prescription drugs administered as part of such therapy); routine diagnostics testing administered in the home; and appropriate mental health,



developmental, and rehabilitation services. Inpatient hospitals services, nursing home and other long term care facilities are **NOT** included.

- i. **Hospice Services** include room, board, nursing care, counseling, physician services, and palliative therapeutics provided to clients in the terminal stages of illness in a residential setting, including a non-acute-care section of a hospital that has been designated and staffed to provide hospice services for terminal clients.
- j. **Mental Health Services** are psychological and psychiatric treatment and counseling services offered to individuals with a diagnosed mental illness, conducted in a group or individual setting, and provided by a mental health professional licensed or authorized within the State to render such services. This typically includes psychiatrists, psychologists, and licensed clinical social workers.
- k. **Medical Nutrition Therapy** is provided by a licensed registered dietitian outside of a primary care visit and includes the provision of nutritional supplements. Medical nutrition therapy provided by someone other than a licensed/registered dietitian should be recorded under psychosocial support services.
- l. **Medical Case Management Services (including treatment adherence)** are a range of client-centered services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments is a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client's and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services. This includes all types of case management including face-to-face, phone contact, and any other forms of communication.
- m. **Substance Abuse Services-Outpatient** is the provision of medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) in an outpatient setting, rendered by a physician or under the supervision of a physician, or by other qualified personnel.

#### **SUPPORT SERVICES**

- n. **Case Management (non-Medical)** includes the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Non-medical case management does not involve coordination and follow-up of medical treatments, as medical case management does.
- o. **Child Care Services** are the provision of care for the children of clients who are HIV-positive while the clients attend medical or other appointments or Ryan White Program-related meetings, groups, or training.

**NOTE: This does not include child care while a client is at work.**

- p. **Pediatric Developmental Assessment and Early Intervention Services** are the provision of professional early interventions by physicians, developmental psychologists, educators, and others in the psychosocial and intellectual development of infants and children. These services involve the assessment of an infant's or child's developmental status and needs in relation to the involvement with the education system, including early assessment of educational intervention

services. It includes comprehensive assessment of infants and children, taking into account the effects of chronic conditions associated with HIV, drug exposure, and other factors. Provision of information about access to Head Start services, appropriate educational settings for HIV-affected clients, and education/assistance to schools should also be reported in this category.

- q. **Emergency Financial Assistance** is the provision of short-term payments to agencies or establishment of voucher programs to assist with emergency expenses related to essential utilities, housing, food (including groceries, food vouchers, and food stamps), and medication when other resources are not available.

**NOTE: Part A and Part B program funding must be allocated, tracked and reported under specific service categories as described under 2.6 in DSS Program Policy Guidance No. 2 (formally Policy No. 97-02).**

- r. **Food Bank/Home-delivered Meals** include the provision of actual food or meals. It does not include finances to purchase food or meals. The provision of essential household supplies such as hygiene items and household cleaning supplies should be included in this item. Includes vouchers to purchase food.
- s. **Health Education/Risk Reduction** is the provision of services that educate clients with HIV about HIV transmission and how to reduce the risk of HIV transmission. It includes the provision of information; including information dissemination about medical and psychosocial support services and counseling to help clients with HIV improve their health status.
- t. **Housing Services** are the provision of short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with them. Eligible housing can include both housing that does not provide direct medical or supportive services and housing that provides some type of medical or supportive services such as residential mental health services, foster care, or assisted living residential services.
- u. **Legal Services** are the provision of services to individuals with respect to powers of attorney, do-not-resuscitate orders and interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under the Ryan White Program. It does **not** include any legal services that arrange for guardianship or adoption of children after the death of their normal caregiver.
- v. **Linguistics Services** include the provision of interpretation and translation services.
- w. **Medical Transportation Services** include conveyance services provided, directly or through voucher, to a client so that he or she may access health care services.
- x. **Outreach Services** are programs that have as their principal purpose identification of people with unknown HIV disease or those who know their status so that they may become aware of, and may be enrolled in care and treatment services (i.e., case finding), not HIV counseling and testing nor HIV prevention education. These services may target high-risk communities or individuals. Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; be targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection; be conducted at times and in places where there is a high probability that individuals with HIV infection will be reached; and be designed with quantified program reporting that will accommodate local effectiveness evaluation.
- y. **Permanency Planning** is the provision of services to help clients or families make decisions about placement and care of minor children after the parents/caregivers are deceased or are no longer able to care for them.

- z. Psychosocial Support Services** are the provision of support and counseling activities, child abuse and neglect counseling, HIV support groups, pastoral care, caregiver support, and bereavement counseling. Includes nutrition counseling provided by a non-registered dietitian but excludes the provision of nutritional supplements.
- aa. Referral for Health Care/Supportive Services** is the act of directing a client to a service in person or through telephone, written, or other type of communication. Referrals may be made within the non-medical case management system by professional case managers, informally through support staff, or as part of an outreach program.
- bb. Rehabilitation Services** are services provided by a licensed or authorized professional in accordance with an individualized plan of care intended to improve or maintain a client's quality of life and optimal capacity for self-care. Services include physical and occupational therapy, speech pathology, and low-vision training.
- cc. Respite Care** is the provision of community or home-based, non-medical assistance designed to relieve the primary caregiver responsible for providing day-to-day care of a client with HIV/AIDS.
- dd. Substance Abuse Services—Residential** is the provision of treatment to address substance abuse problems (including alcohol and/or legal and illegal drugs) in a residential health service setting (short-term).
- ee. Treatment Adherence Counseling** is the provision of counseling or special programs to ensure readiness for, and adherence to, complex HIV/AIDS treatments by non-medical personnel outside of the medical case management and clinical setting.



## Ryan White Program Part A REPORTING REQUIREMENTS

### San Bernardino County Department of Public Health

*(The Program may make changes to the proceeding deadlines in response to local policy needs, federal reporting requirement changes, and the needs of some of its constituencies.)*

Report:	Due:	Description:
<b>Billing Invoice</b>	By the 20 <sup>th</sup> of each month	Invoice will document cost reimbursement and/or total units of service rendered and cost per unit and supporting documentation that clearly identifies all line item costs
<b>Utilization</b>	By the 20 <sup>th</sup> of each month	All data documenting delivery of service entered into ARIES
<b>Cumulative Utilization Data Reports</b>	February	All data documenting delivery of service by units, number of clients served, demographics of clients served
<p>(1. Ryan White Annual Data Report &amp;</p> <p>(2. Ryan White Services Data Report)</p> <p>(ARIES Data entry and report where necessary)</p>		
<b>Contractor Condition of Award (COA):</b>  Narrative Mid-Year & Final Progress Report	Mid-Year Sept  Final February	Report in narrative format that contains the following:  1. Progress made in achieving the administrative and service delivery goals and objectives outlined in the application for Ryan White Part A & MAI funds.  2. Description of any general accomplishments.  3. Identify any technical assistance needs.
<b>Contractor Condition of Award (CoA):</b>  <u>Summary of Funding Sources</u>	May	Summary of all funding sources including Ryan White and non-Ryan White funds.  <i>(Matrix on which information is to be documented shall be forwarded to Providers.)</i>
<b>Contractor Condition of Award (COA):</b>  Local Pharmacy Assistance Program Report	July	Report includes a Narrative describing the organization's drug acquisition practices, including the cost of antiretroviral medications purchased, and cost savings strategies implemented. In addition each provider is to include a copy of the most current TGA formulary.
<b>Contractor Condition of Award (COA):</b>  Program Income Report	Mid-Year Sept  Final February	Report includes any program income that the agency receives. Source of program income, date of program income, what Ryan White Service was the program income applied to, name of service the program income was applied is required to be tracked.
<b>Contractor Condition of Award (COA):</b>  Subcontracts Report	Within 30 days of the beginning of each program year and when subcontractor changes occur	List of contracts shall include actual contract, proof of non-profit status, and list of subcontractors and accompanying contact information.

<b>Contractor Condition of Award (COA):</b>	Within 60 days of the beginning of each program year and when policy changes occur	Report includes the submission of the following policies: <ul style="list-style-type: none"> <li>• Subcontract Monitoring Policy</li> <li>• Eligibility Policy</li> <li>• Confidentiality Policy</li> <li>• Alternative Source of Funding Policy</li> <li>• Sliding fee Scale Policy</li> <li>• Grievance Policy</li> <li>• Voucher Security Policy</li> <li>• Oral Health Cap Tracking Policy</li> <li>• EIS/Outreach Tracking Policy</li> <li>• Program Income Tracking Policy</li> </ul>
List of Contractor Policies		
<b>Contractor Condition of Award (COA):</b>	Within 60 days of the beginning of each program year and when personnel changes occur	A list of RWP Part A Funded personnel and their accompanying licenses shall be reported to RWP Part A & MAI Office
Contractor Personnel Professional Licenses		
<b>Contractor Condition of Award (COA):</b>	Within 60 days of Contract Start Date	Contractor is required to submit a copy of their agency's CQM plan to the RWP Part A & MAI Office within 60 days of the start of the contract period.
Contractor CQM Plan		

All completed, signed documentation should be forwarded to the County's Program Manager. Contractor shall identify one individual to be designated as contact for the purpose of being responsible for, responding to information requests, and ensuring timely completion of the above conditions of award and contractual requirements. Please note: The above list does not represent the extent of all contract requirements and contractors will not be held to dates falling outside the contract period.

**Ryan White Program Part A  
TGA Cultural Linguistic Competency Standards  
Riverside/San Bernardino, CA**

Domain & Standard	Indicator	Target
1. <b>Staff Development:</b> Ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically (C&L) appropriate service delivery.	Staff development documentation and personnel files	<u>Year 1:</u> 50% of RW & MAI-funded staff <u>Year 2:</u> 75% of RW & MAI-funded staff <u>Year 3:</u> 100% of RW & MAI-funded staff
2. <b>Agency Infrastructure:</b> Ensure that clients receive effective, respectful care that is provided in a manner compatible with their culture, health beliefs, practices, preferred language, and in a manner that reflects and respects the gender and sexual diversity of the community served.	Client Satisfaction	70% of clients surveyed demonstrate satisfaction with services
3. <b>Agency Infrastructure:</b> Implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and management that are representative of the demographic characteristics of the service area.	Staff and Racial/Ethnic Representation	Annual assessment of representation and plan to improve if deficiencies are identified
4. <b>Agency Infrastructure:</b> Develop and implement a written plan that outlines goals, policies, operational plans, and mechanisms for management oversight to provide C&L appropriate services.	Plan & appropriate training on plan for C&L appropriate service	Completed plan 120 days after contract start date; completed training 180 days after contract start date
5. <b>Agency Infrastructure:</b> Conduct cultural competency organizational self-assessment and develop a plan to address deficiencies.	Organizational cultural competency self-assessment	Completed self –assessment after 90 days of contract start date
6. <b>Agency Infrastructure:</b> Ensure that data on the individual client's race, ethnicity, and spoken and written language are collected in health records, integrated into the organization's management information systems (MIS), and updated.	AIDS Regional Information Evaluation System (MIS)	Data entry by submission dates as noted in contract
7. <b>Communication:</b> Offer and provide language assistance services, including bilingual staff/interpreter services, at no cost to each client with limited English proficiency (LEP) at all points of contact, in a timely manner. <i>Family/friends should not be used to provide interpretation.</i>	Client Satisfaction & inclusion of strategy to provide language services in plan (See #4)	70% of clients surveyed indicated receiving linguistically appropriate services; 100% of agencies will have plan/strategy in place within 120 days of contract start date
8. <b>Communication:</b> Make available easily understood client-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.	Client Satisfaction & written materials in languages of target communities	70% of clients demonstrate satisfaction with written materials; availability of materials for annual program review
Source: Adapted from the <i>National Standards for Culturally and Linguistically Appropriate Services in Health Care</i> , U.S. Department of Health and Human Services, Office of Public Health and Science, Office of Minority Health.		



**Document Transmittal Form**

**IMPORTANT:** This Document Transmittal form must be attached to all correspondence and invoice supporting documentation. Any item received without this form will be returned to the Provider and may result in delayed payment.

Ryan White Program Office  
 San Bernardino County Public Health Department  
 120 Carousel Mall  
 San Bernardino, CA 92415-0475  
 Main Line: (909) 388-0400  
 FAX: (909) 387-0401

<b>Provider Name:</b>	
<b>Date Documents Sent:</b>	
<b>Date Received by Ryan White Program Office:</b>	
	Date Stamp (To be completed by Ryan White Program Office)

REPORT	ENCLOSED
Invoice	
Letter (Any Type)	
Other:  (Please Describe)	

**Notes to Ryan White Program staff:**

Attention:

**CHANGE IN PROVIDER INFORMATION**

Type of Change	N/A	Effective date, reason for change, estimated date to fill, etc
Change in Administrative & Board personnel (Director, Finance, Chair, etc)		
Number of line staff vacancies		
Change in Point of Contact		
Change in service delivery		
Change in contact info (new phone #'s, new address, etc)		
Change in service hours		
Change in locations (New site, closed down site, etc)		

**BUSINESS ASSOCIATE AGREEMENT**

Except as otherwise provided in this Agreement, County of Riverside, Department of Public Health, hereinafter referred to as **BUSINESS ASSOCIATE**, may use, access or disclose Protected Health Information to perform functions, activities or services for or on behalf of the **COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC HEALTH**, hereinafter referred to as the **COVERED ENTITY**, as specified in this Agreement and the attached **CONTRACT**, provided such use, access or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 United States Code (USC) 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164, hereinafter referred to as the Privacy and Security Rules and patient confidentiality regulations, including but not limited to, California Civil Code 56 – 56.16, 56.20, 56.36, and Health and Safety Codes 1280.1, 1280.3, 1280.15, 130200 and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the "HITECH Act") and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates. Business Associate recognizes and agrees it is obligated by law to meet the applicable provisions of the HITECH Act.

**I. Definitions.**

- a. "Breach" means the acquisition, access, use or disclosure of Protected Health Information (PHI) in a manner not permitted under HIPAA (45 CFR Part 164, Subpart E), and/or CA Civil Code 56.36 which compromises the security or privacy of the Protected Health Information. For the purposes of HITECH, a breach shall not include:
1. Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of Covered Entity or the Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule; or
  2. Any inadvertent disclosure by a person who is authorized to access PHI at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule; or
  3. A disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- b. "Business Associate" means with respect to a Covered Entity, a person who:
1. On behalf of such Covered Entity, but other than in the capacity of a member of the workforce of such Covered Entity performs or assists in the performance of :
    - (a) a function or activity involving the use or disclosure of Personally Identifiable Health Information, including claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, and repricing; or
    - (b) any other function or activity regulated by the HIPAA Privacy or HIPAA Security Regulations; or



2. Provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, data Aggregation, management, administrative, accreditation or financial services to or for such Covered Entity where the provision of the service involves the disclosure of Personally Identifiable Health Information from such Covered Entity to the person.
- c. "Patient/Client" means Covered Entity funded person who is the patient or client of the Business Associate.
  - d. "Covered Entity" means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form in connection with a transaction covered by HIPAA Privacy and Security Regulations.
  - e. "Data Aggregation" means, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.
  - f. "Discovered" means a breach shall be treated as discovered by Covered Entity or Business Associate as the first day on which such breach is known to such Covered Entity or Business Associate, respectively, (including any person, other than the individual committing the breach, that is an employee, officer or other agent of such entity or associate, respectively) or should reasonably have been known to such Covered Entity or Business Associate (or person) to have occurred.
  - g. "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media as defined in the HIPAA Security Regulations.
  - h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
  - i. "HIPAA Privacy Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information, including, but not limited to, 45 CFR Part 160 and 45 CFR Part 164, Subpart A and Subpart E.
  - j. "HIPAA Security Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the security of Electronic Protected Health Information, including, but not limited to, 45 CFR Part 160 and 45 CFR Part 164, Subpart A and Subpart C.
  - k. "HITECH Act" means the privacy, security and security Breach notification provisions applicable to Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder.
  - l. "Personally Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and;
    1. is created or received by a health care provider, health plan, employer or health care clearinghouse; and

2. relates to the past, present or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and
  - (a) that identifies the individual; or
  - (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- m. "Protected Health Information" or "PHI" means Personally Identifiable Health Information transmitted or maintained in any form or medium that (i) is received by Business Associate from Covered Entity, (ii) Business Associate creates for its own purposes from Personally Identifiable Health Information that Business Associate received from Covered Entity, or (iii) is created, received, transmitted or maintained by Business Associate on behalf of Covered Entity. Protected Health Information excludes Personally Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. Section 1232(g), records described at 20 U.S.C. Section 1232g(a)(4)(B)(iv), and employment records held by the Covered Entity in its role as employer.
- n. "Secured PHI" means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under Section 13402 (h)(2) of the HITECH Act under ARRA.
- o. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.
- p. Any terms capitalized, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Privacy Rule, the HIPAA Security Rule and the HITECH Act.

## II. **Obligations and Activities of Business Associate.**

- a. **Permitted Uses.** Business Associate shall not use, access or further disclose Protected Health Information other than as permitted or required by this Agreement and as specified in the attached **CONTRACT** or as required by law. Further, Business Associate shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. Business Associate shall disclose to its employees, subcontractors, agents, or other third parties, and request from Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- b. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Health Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates; 42 U.S.C. Section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A). Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to this Agreement.

- c. **Appropriate Safeguards.** Business Associate shall implement the following administrative, physical, and technical safeguards in accordance with the Security Rule under 45 C.F.R., Sections 164.308, 164.310, 164.312 and 164.316:
1. Implement policies and procedures to prevent, detect, contain and correct security violations; identify the security official who is responsible for the development and implementation of the policies and procedures required by this subpart for the entity; implement a security awareness and training program for all members of its workforce; implement P&Ps to prevent those workforce members who do not have access from obtaining access to electronic PHI; implement policy and procedures to address security incidents; establish policies and procedures for responding to an emergency or other occurrence that damages systems that contain electronic PHI; and perform a periodic technical and nontechnical evaluation in response to environmental or operational changes affecting the security of electronic PHI that establishes the extent to which an entity's security policies and procedures meet the requirements of this subpart.
  2. Implement policies and procedures to limit physical access to its electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed; implement policies and procedures that specify the proper functions to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstations that can access electronic PHI; implement physical safeguards for all workstations that access electronic PHI; restrict access to authorized users; implement policies and procedures that govern the receipt and removal of hardware and electronic media that contain electronic PHI into and out of a facility and the movement of these items within the facility.
  3. Implement technical policies and procedures for electronic information systems that maintain electronic PHI to allow access only to those persons or software programs that have been granted access rights as specified in 45 C.F.R., Section 164.208; implement hardware, software and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic PHI; implement policies and procedures to protect electronic PHI from improper alteration, destruction, unauthorized access or loss of integrity or availability.
- d. **Mitigation.** Business Associate shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, access or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- e. **Reporting of Improper Access, Use or Disclosure or Breach.** Business Associate shall report to Covered Entity's Office of Compliance any unauthorized use, access or disclosure of unsecured Protected Health Information or any other security incident with respect to Protected Health Information no later than two (2) business days upon the discovery of potential breach. Additionally, effective February 17, 2010, the Business Associate shall report to the Covered Entity's Office of Compliance any breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D, within two (2) business days of discovery of the potential breach. Upon discovery of the potential breach, the Business Associate shall complete the following actions:
- (1) Provide Covered Entity's Office of Compliance with the following information to include but not limited to:
    - (a) Date the potential breach occurred;

- (b) Date the potential breach was discovered;
  - (c) Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
  - (d) Number of potentially affected patients/clients; and
  - (e) Description of how the potential breach allegedly occurred.
- (2) Conduct and document a risk assessment by investigating without reasonable delay and in no case later than twenty (20) calendar days of discovery of the potential breach to determine the following:
- (a) Whether there has been an impermissible use, acquisition, access or disclosure of PHI under the Privacy Rule;
  - (b) Whether an impermissible use or disclosure compromises the security or privacy of the PHI by posing a significant risk of financial, reputational or other harm to the patient/client; and
  - (c) Whether the incident falls under one of the breach exceptions.
- (3) Provide completed risk assessment and investigation documentation to Covered Entity's Office of Compliance within twenty-five (25) calendar days of discovery of the potential breach with decision whether a breach has occurred.
- (a) If a breach has not occurred, notification to patient/client(s) is not required.
  - (b) If a breach has occurred, notification to the patient/client(s) is required, and Business Associate must provide Covered Entity with affected patient/client names and contact information so the Covered Entity can provide notification.
- (4) Make available to Covered Entity and governing State and Federal agencies in a time and manner designated by Covered Entity or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the Covered Entity reserve the right to conduct its own investigation and analysis.
- f. **Permitted Disclosures.** If Business Associate discloses Protected Health Information to a third party, including any agent or subcontractor, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breach of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)].
- g. **Access to Protected Health Information.** Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, as required by of 45 CFR 164.524.
- h. **Amendment of Protected Health Information.** If Business Associate maintains a Designated Record Set on behalf of the Covered Entity, Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to, pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.

- i. **Access to Records.** Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use, access and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules and patient confidentiality regulations.
- j. **Audit and Monitor.** Covered Entity reserves the right to audit and monitor all records, policies, procedures and other pertinent items related to the use, access and disclosure of Protected Health Information of the Business Associate as requested to ensure Business Associate is in compliance with this Agreement. Covered Entity has the right to monitor Business Associate in the delivery of services provided under this Agreement. Business Associate shall give full cooperation in any auditing or monitoring conducted.
- k. **Accounting for Disclosures.** Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information. Further, Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528 and the HITECH Act.
- l. **Destruction of Protected Health Information.** Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained and return or destroy all other Protected Health Information received from the Covered Entity, or created or received by the Business Associate or its subcontractors, employees or agents on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with written notification of the conditions that make return not feasible. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any Protected Health Information retained by Business Associate or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.
- m. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under this Agreement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS.
- n. **Costs Associated to Breach.** Business Associate shall be responsible for reasonable costs associated with a breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the Covered Entity and shall not be reimbursable under the contract at any time. Covered Entity shall determine the method to invoice the Business Associate for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

1. Postage;
2. Alternative means of notice;
3. Media notification; and
4. Credit monitoring services.

### III. Specific Use and Disclosure Provisions.

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation service to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

### IV. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use, access or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use, access or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use, access or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use, access or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use, access or disclosure of Protected Health Information.
- d. Covered Entity shall complete the following in the event that the Covered Entity has determined that Business Associate has a breach:
  1. Determine appropriate method of notification to the patient/client(s) regarding a breach as outlined under Section 13402(e) of the HITECH Act;
  2. Send notification to the patient/client(s) without unreasonable delay but in no case later than sixty (60) days of discovery of the breach with at least the minimal required elements as follows:
    - a. Brief description of what happened, including the date of the breach and the date of discovery;
    - b. Description of the types of unsecured PHI involved in the breach (such as name, date of birth, home address, Social Security number, medical insurance, etc.);
    - c. Steps patient/client(s) should take to protect themselves from potential harm resulting from the breach;
    - d. Brief description of what is being done to investigate the breach, to mitigate harm to patient/client(s) and to protect against any further breaches; and

- e. Brief description of what is being done to investigate the breach, to mitigate harm to patient/client(s) and to protect against any further breaches; and
  - f. Contact procedures for patient/client(s) to ask questions or learn additional information, which must include a toll-free telephone number, an e-mail address, Web site or postal address.
3. Determine if notice is required to Secretary of the U.S. Department of Health and Human Services.
  4. Submit breach information to the Secretary of the U.S. Department of Health and Human Services within the required timeframe, in accordance with 164.408(b).

**V. General Provisions.**

- a. **Remedies.** Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use, access or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- b. **Ownership.** The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- c. **Regulatory References.** A reference in this Agreement to a section in the Privacy and Security Rules and patient confidentiality regulations means the section as in effect or as amended.
- d. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act and patient confidentiality regulations.
- e. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and patient confidentiality regulations.

The undersigned affirms that he/she is a duly authorized representative of the Business Associate for which he/she is signing and has the authority to execute this Agreement on behalf of the Business Associate.

**Covered Entity**

**Business Associate**

COUNTY OF SAN BERNARDINO  
DEPARTMENT OF PUBLIC HEALTH

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC HEALTH

Signature

Signature

Dated

Dated

Allan Rawland, MSW, ACSW

NEAL R. KIPNIS

Name

Name

Acting Director, Department of Public Health

Chairman, Board of Supervisors

Title

Title

*Handwritten signature and date: Neal R. Kipnis 2/4/11*

**Ryan White Program (RWP) Part A**  
**Provider: County of Riverside-DOPH, HIV/AIDS Program**  
**Service Category: Outpatient/Ambulatory Health Services**  
**Riverside/San Bernardino, California TGA**  
**March 01, 2011- February 29, 2012**

Budget Category	Budget Amount
<b>Personnel</b>	
<b>PROGRAM CHIEF II:</b> (V. Jauregui Burns) (\$109,907 x .05 FTE) Provides Program management oversight for the Ryan White Program Part A and MAI Contracts and Budgets.	In Kind
<b>PHYSICIAN IV:</b> (A.Nguyen, M.Peterson, A.Dew, R.Zane) (\$138,756 x .80 FTE) Provides medical support, medical care, psychiatry and treatment adherence/management for four health care centers.	\$111,007
<b>HEALTH CARE SOCIAL SERVICES SUPERVISOR:</b> (D.Huntsman) (\$75,858 x.90 FTE) Provides direct supervision to clinical staff, and social services for HIV clients at four health care centers.	\$68,272
<b>HEALTH SERVICES ASSISTANT:</b> (G.Ramirez) (\$36,680 x 1.0 FTE) Provides patient work up, front office support and assists nursing staff at four health care centers.	\$36,680
<b>REGISTERED NURSE IV:</b> (D.Hexum) (\$70,241 x .90 FTE) Provides supervision of nursing staff. Provides nursing support and case management at four health care centers.	\$63,217
<b>LICENSED VOCATIONAL NURSE II:</b> (K.Huggins, Vacant) (\$33,300 x 2.0 FTE) Provides nursing support for three health care centers.	\$66,000
<b>HEALTH CARE SOCIAL WORKER:</b> (Vacant) (\$45,718 x 1.0 FTE) Provides psychosocial assessments, crisis intervention and community referrals to clients at four health care centers.	\$45,718
<b>Fringe Benefits</b>	
Fringe Benefits (45% of Total Personnel Costs)	<b>\$160,634</b>
<b>TOTAL PERSONNEL</b>	<b>\$551,528</b>
<b>Other</b>	
<b>Travel:</b> Travel to required meetings and to provide HIV health services at four health care centers.	\$15,000
<b>Supplies:</b> Office supplies and equipment to support daily activities at four health care centers.	\$5,000
<b>Rent:</b> Allocated costs for four health care centers.	\$10,000
<b>Utilities:</b> Utilities for four health care centers which include electric, water and gas.	\$4,000
<b>Telephone:</b> Telephone equipment and service to support HIV patient care at four health care centers.	\$3,500
<b>Insurance:</b> Cost of liability insurance for staff.	\$0
<b>Training(s)/Workshops:</b> Physician and nursing staff training as required by RWP & State of California Medical Board.	\$5,000
<b>Dues/Subscriptions:</b> Dues and subscriptions to medical journals as they relate to HIV care and treatment adherence.	\$0
<b>Educational Training &amp; Reference Materials:</b> Educational materials to support the education of staff and HIV clients on the importance of HIV care and treatment adherence.	\$0
<b>Printing/Reproduction:</b> Printing of clinic documents, client intake forms, and records.	\$500
<b>Postage:</b> Postage to mail reminder letters & resource information to client's receiving Outpatient/Ambulatory Health Svcs	\$500
<b>Laboratory:</b> Laboratory services to support medical care of HIV clients at threehealth care centers.	\$98,931
<b>TOTAL OTHER</b>	<b>\$142,431</b>
<b>SUBTOTAL (Total Personnel and Total Other)</b>	<b>\$693,959</b>
Administration (limited to 10% of total service budget)	\$69,396
<b>TOTAL BUDGET (Subtotal and Administration)</b>	<b>\$763,355</b>



**Ryan White Program (RWP) Part A**  
**Provider: County of Riverside-DOPH, HIV/AIDS Program**  
**Service Category: Oral Health Services**  
**Riverside/San Bernardino, California TGA**  
**March 01, 2011- February 29, 2012**

Budget Category	Budget Amount
<b>Personnel</b>	
<b>PROGRAM CHIEF II:</b> (V. Jauregui Burns) (\$109,907 x .05 FTE) Provides Program management oversight for the Ryan White Program Part A and MAI Contracts and Budgets.	In Kind
<b>DENTIST:</b> (Vacant) (\$99,195 x .20 FTE): Provides Oral Health Care to HIV clients at the Rubidoux Family Care Center.	\$24,798
<b>DENTAL ASSISTANT:</b> (Vacant) (\$27,976 x .40 FTE) Provides dental assistant services to HIV clients at the Rubidoux Family Care Center.	\$11,190
<b>Fringe Benefits</b>	
Fringe Benefits (45% of Total Personnel Costs)	<b>\$14,945</b>
<b>TOTAL PERSONNEL</b>	<b>\$50,933</b>
<b>Other</b>	
<b>Travel:</b> Travel to oral health meetings/education seminars as related to Ryan White services.	\$500
<b>Supplies:</b> Office supplies and equipment to support oral health activities.	\$2,500
<b>Rent:</b> Allocated costs for Rubidoux Family Care Center/Dental Office.	\$500
<b>Utilities:</b> Utilities for Rubidoux Family Care Center/Dental office which include electric, water and gas.	\$1,500
<b>Telephone:</b> Telephone equipment and service to support patient care receiving Oral Health Services at Rubidoux Family Care Center/Dental Office.	\$0
<b>Insurance:</b> Cost of liability insurance for staff.	\$0
<b>Training(s)/Workshops:</b> Oral health training as required by Ryan White Program and State of California Medical Board.	\$2,000
<b>Dues/Subscriptions:</b> Dues and subscriptions to medical and oral health journals as they relate to the oral health care of HIV clients.	\$0
<b>Educational Training &amp; Reference Materials:</b> Educational materials to support the education of HIV clients on the importance of oral hygiene.	\$2,000
<b>Postage:</b> Postage to mail reminder letters and resource information to client's receiving Oral Health Care svcs.	\$0
<b>Medical Supplies:</b> Dental supplies to provide Oral Health Care for HIV clients.	\$20,770
<b>TOTAL OTHER</b>	<b>\$29,770</b>
<b>SUBTOTAL (Total Personnel and Total Other)</b>	<b>\$80,703</b>
Administration (limited to 10% of total service budget)	\$7,399
<b>TOTAL BUDGET (Subtotal and Administration)</b>	<b>\$88,102</b>

**Ryan White Program (RWP) Part A**  
**Provider: County of Riverside-DOPH, HIV/AIDS Program**  
**Service Category: AIDS Pharmaceutical Assistance (Local)**  
**Riverside/San Bernardino, California TGA**  
**March 01, 2011- February 29, 2012**

Budget Category	Budget Amount
<b>Personnel</b>	
<b>PROGRAM CHIEF II:</b> (V. Jauregui Burns) (\$109,907 x .05 FTE) Provides Program management oversight for the Ryan White Program Part A and MAI Contracts and Budgets.	In Kind
<b>PHARMACIST:</b> (Vacant) (\$97,385 x .15 FTE) Provides pharmacy services/treatment adherence for HIV clients at four health care centers.	In Kind
<b>PHARMACY TECHNICIAN:</b> (Vacant) (\$29,494 x .20 FTE) Provides direct pharmacy services for four health care centers.	In Kind
<b>Fringe Benefits</b>	
Fringe Benefits (45% of Total Personnel Costs)	\$0
<b>TOTAL PERSONNEL</b>	<b>\$0</b>
<b>Other</b>	
<b>Travel:</b> Travel to required meetings and to provide AIDS Pharmaceutical Assistance at four health care centers.	\$0
<b>Supplies:</b> Supplies to support pharmaceutical and treatment adherence for HIV clients at four health care locations.	\$0
<b>Rent:</b> Allocated costs for four health care centers.	\$0
<b>Utilities:</b> Utilities for four health care centers which include electric, water and gas.	\$0
<b>Telephone:</b> Telephone equipment and service to support HIV patient care at four health care centers.	\$0
<b>Insurance:</b> Cost of liability insurance for staff.	\$0
<b>Dues/Subscriptions:</b> Dues and subscriptions to medical journals as they relate to HIV care and treatment adherence.	\$0
<b>Educational Training &amp; Reference Materials:</b> Educational materials to support the education of staff and HIV clients on treatment adherence.	\$0
<b>Postage:</b> Postage to mail reminder letters and resource information to client's receiving AIDS Pharmaceutical Assistance.	\$0
<b>Medical Supplies:</b> Provide Pharmaceuticals to HIV clients receiving medical care at four health care centers.	\$9,000
<b>TOTAL OTHER</b>	<b>\$9,000</b>
<b>SUBTOTAL (Total Personnel and Total Other)</b>	<b>\$9,000</b>
Administration (limited to 10% of total service budget)	\$900
<b>TOTAL BUDGET (Subtotal and Administration)</b>	<b>\$9,900</b>

**Ryan White Program (RWP) Part A**  
**Provider: County of Riverside-DOPH, HIV/AIDS Program**  
**Service Category: Mental Health Services (MH)**  
**Riverside/San Bernardino, California TGA**  
**March 01, 2011- February 29, 2012**

Budget Category	Budget Amount
<b>Personnel</b>	
<b>PROGRAM CHIEF II:</b> (V. Jauregui Burns) (\$109,907 x .05 FTE) Provides Program management oversight for the Ryan White Program Part A and MAI Contracts and Budgets.	In Kind
<b>LICENSED CLINICAL THERAPIST II:</b> (Vilayphone Kao) (\$66,040 x .50 FTE) Provides individual and group psychotherapy, implementing an individual treatment plan, assessment and crisis intervention at three health care centers.	\$33,020
<b>Fringe Benefits</b>	
Fringe Benefits (45% of Total Personnel Costs)	\$13,713
<b>TOTAL PERSONNEL</b>	<b>\$46,733</b>
<b>Other</b>	
<b>Travel:</b> Travel to required meetings and to provide MH services to HIV clients at 3 health care centers.	\$2,000
<b>Supplies:</b> Office supplies and equipment to support daily MH activities at three health care centers.	\$1,531
<b>Rent:</b> Allocated costs for three health care centers.	\$2,000
<b>Utilities:</b> Utilities for three health care centers which include electric, water and gas.	\$1,500
<b>Telephone:</b> Telephone to support staff in making appointments, follow up calls and contacting community resources to coordinate care for client's receiving mental health services at three health care centers.	\$1,000
<b>Insurance:</b> Cost of liability insurance for staff.	\$0
<b>Training(s)/Workshops:</b> Mental health training as required by Ryan White Program and State of California Medical Board and State of California Board of Behavioral Sciences.	\$3,000
<b>Dues/Subscriptions:</b> Dues and subscriptions to MH journals and board of behavioral science license dues.	\$300
<b>Educational Training &amp; Reference Materials:</b> Mental health educational/reference materials to assist HIV patients with treatment adherence.	\$0
<b>Postage:</b> Postage to mail reminder letters and resource information to client's receiving Mental Health Svcs.	\$200
<b>TOTAL OTHER</b>	<b>\$11,531</b>
<b>SUBTOTAL (Total Personnel and Total Other)</b>	<b>\$58,264</b>
Administration (limited to 10% of total service budget)	\$14,700
<b>TOTAL BUDGET (Subtotal and Administration)</b>	<b>\$72,964</b>

**Ryan White Program (RWP) Part A**  
**Provider: County of Riverside-DOPH, HIV/AIDS Program**  
**Service Category: Medical Case Management (MCM)**  
**Riverside/San Bernardino, California TGA**  
**March 01, 2011- February 29, 2012**

Budget Category	Budget Amount
<b>Personnel</b>	
<b>PROGRAM CHIEF II:</b> (V. Jauregui Burns) (\$109,907 x .05 FTE) Provides Program management oversight for the Ryan White Program Part A and MAI Contracts and Budgets.	In Kind
<b>SOCIAL SERVICE WORKER IV: (A. Brown) (\$50,710 x 1.0 FTE)</b> Provides medical case management at three care health care centers.	\$50,710
<b>LVN II: (Vacant): (\$33,300 x .40 FTE):</b> Primary nurse providing direct nursing services and Medical Case Management to HIV clients.	\$13,200
<b>Fringe Benefits</b>	
Fringe Benefits (.4153 of Total Personnel Costs)	\$26,569
<b>TOTAL PERSONNEL</b>	<b>\$90,479</b>
<b>Other</b>	
<b>Travel:</b> Travel to required meetings and to provide MCM Services to HIV clients at four health care centers.	\$4,702
<b>Supplies:</b> Office supplies and equipment to support daily MCM activities at four health care centers.	\$2,000
<b>Rent:</b> Allocated costs for four health care centers.	\$2,000
<b>Utilities:</b> Utilities for four health care centers which include electric, water and gas.	\$1,000
<b>Telephone:</b> Telephone to support staff in making follow up calls and contacting community resources to provide Medical Case Management Services at four health care centers.	\$1,000
<b>Insurance:</b> Cost of liability insurance for staff.	\$0
<b>Training(s)/Workshops:</b> Medical Case Management training as required by Ryan White Program as well as trainings that will enhance knowledge regarding medical case management.	\$1,000
<b>Dues/Subscriptions:</b> Dues and subscriptions to Medical Case Management journals as they relate to HIV services.	\$200
<b>Educational Training &amp; Reference Materials:</b> Educational materials to support the education of staff and HIV clients on treatment adherence and self-management to assist patients with managing their care.	\$0
<b>Postage:</b> Postage to mail reminder letters and resource information to client's receiving MCM Services.	\$200
<b>TOTAL OTHER</b>	<b>\$12,102</b>
<b>SUBTOTAL (Total Personnel and Total Other)</b>	<b>\$102,581</b>
Administration (limited to 10% of total service budget)	\$10,258
<b>TOTAL BUDGET (Subtotal and Administration)</b>	<b>\$112,839</b>

# INVOICE

**Ryan White Program, Part A  
Riverside/San Bernardino, CA TGA**

Contract Period: \_\_\_\_\_

Invoice #: \_\_\_\_\_

Agency: \_\_\_\_\_

Billing Period: \_\_\_\_\_

Contract #: \_\_\_\_\_

Service Category: \_\_\_\_\_

Line Items	Total Budget	Expended This Period	Expended Contract- to-Date	Unexpended Budget	Check #	Invoice #	Allocation Spreadsheet (Y or N)
<b>Personnel</b>							
1. <i>(Position &amp; Incumbent)</i>	\$	\$	\$	\$			
2.	\$	\$	\$	\$			
etc.							
<b>Total Personnel</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>			
<b>Contractual</b>							
1. Travel	\$	\$	\$	\$			
2. Supplies	\$	\$	\$	\$			
3. Equipment	\$	\$	\$	\$			
4. Contractual	\$	\$	\$	\$			
5. <i>(Nature of Service/Vendor)</i>	\$	\$	\$	\$			
6 .	\$	\$	\$	\$			
etc.							
<b>Total Contractual</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>			
<b>Other</b>							
1. <i>(Specify Nature of Cost)</i>	\$	\$	\$	\$			
2.	\$	\$	\$	\$			
3.	\$	\$	\$	\$			
etc.							
<b>Total Other</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>			
<b>Indirect (Admin. Only)</b>							
<b>Totals</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>			

I certify that the information provided herein and all costs being claimed are true, correct and in accordance with the contract provisions; that funds were expended or obligated during the contract period; and that the amount claimed has not been previous

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date