



AGENDA _____ September 9, 2014

August 14, 2014

AGENCY ADMIN. & FINANCE
1000 San Leandro Blvd, Suite 300
San Leandro, CA 94577
Tel: (510) 618-3452
Fax: (510) 351-1367

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, Ca 94612

Dear Board Members:

SUBJECT: Accept Ryan White Grant Award, Approve Standard Services Agreement with Contra Costa County, and Approve Contract Amendments for the Public Health Department, Office of AIDS Administration

RECOMMENDATION:

1. Accept the Notice of Grant Award 6 H89HA00018-23-01 from the U.S. Department of Health and Human Services Health Resources and Services Administration in the amount \$6,690,010 to provide comprehensive HIV Emergency Relief services for the period 3/1/14 – 2/28/15;
2. Authorize the Auditor-Controller to increase appropriation and revenue in the amount of \$463,784 as outlined in the attached Financial Recommendation;
3. Approve and authorize spending authority to purchase \$59,000 in transportation tickets and vouchers for HIV/AIDS clients to assist them in getting to medical appointments;
4. Approve and execute the Fiscal Agent Agreement, Procurement Contract No. 9869, with Contra Costa County (Principal: Wendell Brunner; Location: Martinez) to provide HIV/AIDS Care and Treatment services under the Ryan White Part A program in the amount of \$1,297,965 for the period 3/1/14 – 2/28/15;
5. Approve master contract amendments with the community-based organization (CBO) contractors listed in Attachment A to reallocate HIV/AIDS Care and Treatment additional funding from the Ryan White to provide HIV/AIDS care and treatment services for the period 3/1/14 – 2/28/15 increasing the amount from \$2,969,124 to \$3,781,647 (\$812,523 increase); and
6. Authorize the Public Health Department Director or designee to sign the Master Contract Exhibit A&B coversheet and submit originals to the Clerk of the Board for filing.

SUMMARY/DISCUSSION/FINDINGS:

All items in this letter relate to the Ryan White grant award activities of the Office of AIDS in the Public Health Department.

The Public Health Department, Office of AIDS Administration (OAA) has received the Notice of Grant Award from the U.S. Department of Health and Human Services for Ryan White Part A fund in the amount of \$6,690,010 for the period March 1, 2014 through February 28, 2015. The HIV Emergency Relief Program, under Ryan White Part A, provides funding to Metropolitan Statistical Areas (MSA's) based on the number of diagnosed cases of AIDS. Services to be provided by Alameda and Contra Costa counties under the Oakland MSA include primary medical care, home health care, attendant care, housing, food vouchers, client advocacy, and AIDS case management.

Under Ryan White Care and Treatment, medical transportation is one of the allowable support services. Funding under this category may be used to provide transportation services to eligible individuals to access HIV related health services, including services needed to maintain client in HIV/AIDS medical care. Spending authority is requested to purchase transportation tickets and vouchers (BART, AC Transit, and Taxi) not to exceed \$59,000.

On February 25, 2014, your Board approved a contract allocation renewal with Contra Costa County in the amount of \$1,297,965. It is now requested that your Board execute the agreement. Under this contract, Contra Costa County provides comprehensive HIV disease services to its residents and families including early intervention, medical case management, mental health, substance abuse, oral health, ambulatory outpatient medical care, transportation, health education/risk reduction, client advocacy, case management, and Therapeutic Monitoring services to the HIV/AIDS population.

Your Board is also requested to approve master contract amendments with the contractors listed on Attachment A to allocate additional funding received from the Federal Ryan White grant. The contracts are to provide care and treatment services – such as outpatient/ambulatory care, oral health, mental health, medical case management, food bank and home delivered meals, housing, emergency financial assistance (food), home health care, medical transportation, treatment adherence, and psychosocial support services – to individuals and families with HIV/AIDS. With the additional funding, these contractors will be able to reach out to more HIV/AIDS clients and provide needed care and services.

All of the contracts are funded by the federal Ryan White grant.

SELECTION CRITERIA/PROCESS:

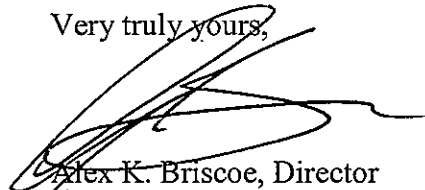
Alameda County and Contra Costa County are combined as one Transitional Geographical Area for Ryan White funding. Because Alameda County has the most HIV/AIDS cases, it is considered the lead agency that is responsible for applying and receiving the pass-through grant fund designated for Contra Costa County. The contract with Contra Costa is for the allocation of the Ryan White grant fund as required by the award for the period March 1, 2014 through February 28, 2015.

All of the CBOs are continuing providers of HIV/AIDS services and their previous contracts were approved by your Board. Due to risk of treatment disruption to Ryan White funded HIV positive client-provider relationships and the over arching goal of maintaining those clients in quality care, your Board waived the competitive bidding requirements for the contractors listed on Attachment A on February 25, 2014 to maintain uninterrupted HIV/AIDS services. These contractors are SLEB-exempt non-profit community-based organizations and their performance has been successful during the past funding periods. The department is currently working with General Services Agency to complete the competitive bidding requirements for the next contract period, which starts on March 1, 2015.

FINANCING:

Funding for the contracts and grant award is included in Office of AIDS fiscal year 2014-15 adopted budget. However, budget adjustments are necessary to reflect the \$463,784 increase in the grant award received; therefore, changes in appropriation and revenue are necessary to align the budget to the actual award amount. There is no impact on the net County cost.

Very truly yours,



Alex K. Briscoe, Director
Health Care Services Agency

AKB:np

FINANCIAL RECOMMENDATION**AGENDA DATE:**

9/9/2014

Subject of Board Letter:

Accept Ryan White Grant Award, Approve Standard Services Agreement with Contra Costa County, and Approve Contract Amendments for the Public Health Department, Office of AIDS Administration

BY: 2015**FUND:** 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
350905	456120	00000	PHG08HA60200	463,784

ORG TOTAL \$ 463,784*Informational*

ORG	ACCT	PROG	PROJ/GR	AMOUNT

ORG TOTAL \$ -**GRAND TOTAL ANTICIPATED REVENUE \$ 463,784**

The increase (decrease) in appropriations, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
350905	600000	00000	PHG08HA60200	76,899
350905	610000	00000	PHG08HA60200	386,885
350200	600000	00000		10,576
350200	610000	00000		(10,576)

ORG TOTAL \$ 463,784*Informational*

ORG	ACCT	PROG	PROJ/GR	AMOUNT

ORG TOTAL \$ -**GRAND TOTAL APPROPRIATION \$ 463,784**

Ryan White CARE Act Part A & Minority AIDS Initiative (MAI) Agreement

This Agreement, made and entered in this _____ day of _____, 20____, by and between the County of Alameda and the County of Contra Costa.

WHEREAS, The Ryan White HIV/AIDS Treatment Modernization Act of 2009 (hereinafter referred to as the "Act") was enacted into federal law for the purpose of providing emergency assistance to localities that are disproportionately affected by the Human Immunodeficiency Virus epidemic and to provide financial assistance for the development, organization, coordination and operation of more effective and cost efficient systems for the delivery of essential services to individuals and families with HIV diseases, and;

WHEREAS, the Secretary of the United States Department of Health and Human Services, acting through the Health Resources and Services Administration, has awarded \$ 5,603,602 to the Oakland Transitional Geographical Area in accordance with the provisions of the HIV Emergency Relief Grant Program of the Act, to be disbursed over the period of March 1, 2014 through February 28, 2015 to provide essential services, and;

WHEREAS, the grant is directed to the President of the Alameda County Board of Supervisors as the chief elected official of the urban county that administers the public health agency that provides outpatient and ambulatory services to the greatest number of people with HIV/AIDS, and;

WHEREAS, the President of the Alameda County Board of Supervisors shall establish through intergovernmental agreements with the chief elected officials of the qualifying political subdivisions and administrative mechanism to allocate funds and services; and

WHEREAS, both the Health Resources and Services Administration and the Alameda/Contra Costa HIV Collaborative Community Planning Council stipulate that 26.71 percent of the funds awarded to the Oakland Transitional Geographical Area for direct services (plus an additional \$ 25,000 for Quality Management) be allocated to Contra Costa County and, further, that Contra Costa County has been allocated \$ 1,297,965 from the period of March 1, 2014 through February 28, 2015.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The County of Contra Costa shall:

- A. Provide for the delivery of essential services to individuals and families with HIV disease, as set forth in Exhibit A; and
- B. Comply with the special conditions as set forth in Exhibit A-1; and
- C. Provide the County of Alameda quarterly invoices for services provided pursuant to this Agreement, which reflect the services provided during the preceding quarter, using the invoice format as set forth in Exhibit B; and
- D. Comply with the Audit Requirements as set forth in Exhibit D, HIPAA requirements as set forth in Exhibit E, and Certification Regarding Debarment and Suspension.

2. The County of Alameda shall:

- A. Remit payment to Contra Costa County within ten (10) working days of receipt of each invoice. The total amount payable to Contra Costa County shall not exceed \$ 1,297,965 for the period of March 1, 2014 through February 28, 2015.
- 3. Attached hereto and marked Exhibit A and A-1, and incorporated by reference herein, are the scope of work and special conditions to be performed by the County of Contra Costa and the budget requesting AIDS funding pursuant to the Act.

C-98609

4. In the event that the award to the County of Alameda from the United States Department of Health and Human Services is reduced, the payment amount set forth in paragraph 2, above, shall be reduced by the difference between the payment amount and the amount actually received, and the services to be provided by the County of Contra Costa pursuant to this Agreement will be reduced accordingly. Notwithstanding paragraph 2, should the award to the County of Alameda be delayed, the County of Alameda will remit payment to the County of Contra Costa for any outstanding invoices within ten (10) working days of the receipt of the award. If the award to the County of Alameda by the Department of Health and Human Services is not disbursed as anticipated by this Agreement, then this Agreement will terminate effective immediately.

5. Neither the County of Contra Costa, nor any of its employees shall by virtue of this Agreement be an employee of the County of Alameda for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges or benefits of Alameda County employees. The County of Contra Costa shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. The County of Contra Costa assumes exclusively the responsibility for its actions and those of its employees as they relate to the services to be provided during the course and scope of their employment.

6. The County of Contra Costa shall provide workers' compensation at its own cost and expense and neither the County of Contra Costa nor its carrier shall be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this contract from the County of Alameda.

7. The County of Contra Costa shall at all times during the term of this Agreement maintain in force those insurance policies and bonds as designated in the attached Exhibit C and will comply with all those requirements.

8. The County of Contra Costa agrees to defend at its sole expense, indemnify, and hold harmless the County of Alameda, its officers, employees and agents, from any liability in addition to any and all acts, claims, omissions, and losses by whomever asserted arising out of the acts or omissions of the County of Contra Costa in performance of the scope of work except those arising by reason of the sole negligence or willful misconduct of the County of Alameda, its officers, employees or agents.

The County of Alameda agrees to defend at its sole expense, indemnify, and hold harmless the County of Contra Costa, its officers, employees and agents, from any liability in addition to any and all acts, claims, omissions, and losses by whomever asserted arising out of the acts or omissions of the County of Alameda in performance of the scope of work except those arising by reason of the sole negligence or willful misconduct of the County of Contra Costa, its officers, employees or agents.

9. The County of Contra Costa shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies in the performance of this agreement. All services performed by the County of Contra Costa in the performance of this Agreement must be in accordance with these laws, ordinances, codes and regulations. Contra Costa shall indemnify and save the County of Alameda harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances codes and regulations incurred in the performance of this agreement.

10. Until the expiration of five years after the furnishing of any services pursuant to this Agreement, the County of Contra Costa shall make available, upon written request, to the federal and / or state government or any of their duly authorized representatives, this Agreement, and such books, documents and records of the County of Contra Costa that are necessary to certify the nature and extent of the effect of the reasonable cost of services. This paragraph shall be of no force and effect when and if it is not required by law.

11. Nothing contained in this Agreement shall be construed to permit assignment or transfer by the County of Contra Costa of any rights under this Agreement and such assignment or transfer is expressly prohibited and void.

12. This Agreement may be altered, changed or amended only by mutual agreement of the parties, and any alterations, changes or amendments shall be in writing and signed by the signatories of this Agreement or their successors in office.

[END OF GENERAL TERMS AND CONDITIONS]

COUNTY OF ALAMEDA

BY Keith Cans

President, Board of Supervisors

9/9/14
Date

COUNTY OF CONTRA COSTA

BY Wesley Bernal

President, Board of Supervisors

7/2/14
Date

APPROVED AS TO FORM:
COUNTY COUNSEL

COUNTY OF ALAMEDA

BY J3

Deputy County Counsel

7/25/14
Date

COUNTY OF CONTRA COSTA

BY Angela L. Dye

6/20/14
Date



Exhibit A

Contra Costa Health Department
 Ryan White HIV Treatment and Modernization Act (CARE A)
 March 2014 - February 2015

Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October 30, 2009).
 All services are provided to Contra Costa residents in accordance with Ryan White HIV Treatment and Modernization Act eligibility requirements for HIV services. Minority AIDS Initiative (MAI) services are designated for individuals of color.

Budget and Service Priorities

I. Core Services 81.3% of budget including MAI and excluding QM

Medical Case Management

To provide medical case management services, including: coordinating access to medically appropriate levels of health care, treatment adherence, partner counseling and referral, case conferencing, etc., to at least 700 people with HIV/AIDS. \$911,214.19

Mental Health

To coordinate and provide Behavioral Health Care mental health assessments, counseling and referral follow up services to at least 38 people with HIV or AIDS. \$ 10,000

Substance Abuse

To coordinate and provide Behavioral Health Care assessments, substance abuse counseling and treatment for at least 13 people with HIV or AIDS. \$ 9,812

Oral Health Care Services

To provide oral health care to low income HIV positive residents
 est at \$1000+/person x 18 people \$ 18,000

Medical Nutrition Services

Nutritional assessments and education provided by an RDA to app. 29 individuals \$ 20,949

MAI ambulatory care services for approx. 18 HIV + Contra Costa residents \$ 100,287
 est at \$4000+ /person x 18 individuals

The maximum allowable for core services is \$1,070,262.04

Handwritten signature and date: 5/15/15

EXHIBIT A, PAGE 2

Contra Costa Health Department
Ryan White HIV Treatment and Modernization Act (CARE A)
March 2014 - February 2015

II. Support Services	18.6% of budget including MAI and excluding QM
Food	
To provide food bank and nonfood commodities, congregate meals, food vouchers and/or home delivered meals to at least 275 HIV + Contra Costa residents.	\$ 90,000
Legal Advocacy	
To provide allowable legal services to ensure ongoing benefits coverage for at least 104 people with HIV in Contra Costa.	\$ 60,000
Transportation	
To provide medical transportation vouchers and van transportation assistance to medical and social service appointments to at least 80 HIV + Contra Costa residents	\$ 55,203
Health Education/Risk Reduction	
Provide health education and risk reduction presentations in individual and group format to at least 25 HIV positive individuals.	\$ -
The maximum allowable for support services is	\$ 205,203
III. Quality Management (QM)	
Chart reviews, data profile developments, etc. Implement on-going QM processes and plans.	
The maximum allowable for quality management is:	\$ 22,500
TOTAL APPROVED BUDGET (numbers are rounded)	\$ 1,297,965
Allowable Part A including MAI and QM:	\$ 1,297,965
unallocated	\$ (0)

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
PUBLIC HEALTH DEPARTMENT
Office of AIDS Administration
PY –2014 - 2015

**SPECIAL CONDITIONS TO AGREEMENT
BETWEEN ALAMEDA & CONTRA COSTA COUNTIES**

The County of Contra Costa shall provide, in addition the requirements of the Agreement, the following documents:

1. Invoices and quarterly reports due to the assigned Program Manager from the Office of AIDS Administration, as shown below:

Part A / MAI 03/01/13 to 02/28/14	QUARTER	BEGINNING	ENDING	REPORT & INVOICE DUE
	1 ST	03/01/14	05/31/14	07/15/14
	2 ND	06/01/14	08/31/14	10/15/14
	3 RD	09/01/14	11/30/14	01/15/15
	4 TH	12/01/14	02/28/15	04/15/15

2. Documented authorization by the Planning Council prior to any shifts in the Part A / MAI funds between or within service categories and subcategories as approved by the Planning Council.
3. The expenditures for Part A / MAI should be tracked separately.
4. All public announcements and protocols for the disbursement of Part A / MAI funds including but not limited to Request for Proposals and sole-source disbursement protocols along with all documentation regarding the final selection of contractors, including but not limited to the original proposals, score sheets, analyses, and comments will be available for review on request.
5. Information required to revise as submitted with the application such as the RW Part A and MAI implementation plans, planned allocation for FY 2014 by service category and the amount allocated to each priority area supported by the grant will be due on May 24, 2014.
6. A summary of sources of **Other Public Funding Available** for each agency/contractor (not each individual contract) and for Contra Costa receiving Part A funding will be due by July 15, 2014. These documents shall be prepared following the instructions provided by the OAA.
7. Contra Costa County must submit a final FY 2014 MAI Annual Report, consistent with MAI reporting guidelines and instructions provided separately to grantees, detailing how MAI funds were used and the outcomes achieved for the budget period 3/1/2014 to 2/28/2015 by May 31, 2015.
8. Contra Costa County is responsible for submitting the Ryan White HIV/AIDS Program Service Report (RSR). The RSR reporting period is January through December 2014. Contra Costa County is responsible for ensuring that client eligibility for Ryan White services is verified every 6-months and that all other required data is collected from their Part A agencies, and shall submit the RSR

directly to HRSA via the electronic handbook. Contra Costa County will explore submission of these reports through their own electronic handbook. If this is not possible, Alameda county is responsible for ensuring that Contra Costa County has access to the Alameda electronic handbook at least 45 days prior to the submission due dates.

9. Contra Costa County shall submit the amounts and percentages of grant funds used to provide services to women, infants, children, and youth (WICY) separately and indicate that these amounts are not less than the percentage constituted by the ratio of each population with AIDS to the general population with AIDS living within the TGA by 6/30/14.
10. Contra Costa County shall submit any additional reports as requested by DHHS and HRSA, or by the OAA, in order to meet the Grantee's reporting obligations and audit requirements.
11. Contra Costa County shall notify Alameda County, within 14 calendar days, if required or requested documents are anticipated to be delayed, e.g., due to closure of business offices due to major holidays.
12. Contra Costa County shall participate in the ongoing development and implementation of the Transitional Geographical Area (TGA) Comprehensive Plan and also the Quality Assurance Plan.
13. Contra Costa County shall participate in the annual planning, development and reviewing the HRSA application.
14. Contra Costa County shall provide requested data to complete the application.
15. Submit an updated version of previously approved FY 2013 Implementation Plan showing actual spending and service utilization for the reporting period March 1, 2013 through February 28, 2014 by May 31, 2014.

In addition to the above provisions:

Site visits to the Contra Costa AIDS Program may be scheduled by the assigned OAA Program Manager as needed as part of regular contract monitoring and program auditing. Any such visits will be scheduled at least two weeks in advance.

All invoices with required back-up documentation, quarterly reports, and additional requested documents will be sent directly to the assigned OAA Program Manager.

All requests for technical assistance, and clarification of the agreement and these special conditions will be forwarded directly also to the assigned OAA Program Director.

Alameda will supply a copy of the formal Notice of Grant Award and any updates as they become available.

EXHIBIT B



ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY OFFICE OF AIDS ADMINISTRATION QUARTERLY INVOICE COVERSHEET

Period:

Contractor: Contra Costa Health Services Department
Public Health Accounting
50 Douglas Drive, Suite 320
Martinez, CA 94553

Master Contract # 8697
Tax ID No: 94-6000509
Exhibit No: 28-528
CFDA No. 93.914
Prepared By Clarissa Domen
Public Health Finance Division

Contract Period: 3/1/2014 - 2/28/2015

Funding Source: US Dept of Health & Human Svcs - Federal Ryan White Grant Funds

We request that our organization be compensated for the services rendered pursuant to the above-mentioned contract, based on the attached billing document(s) of actual expenses incurred in providing the following services:

Program	Amount
RW Part A Medical Case Management	
RW Part A Substance Abuse	
RW Part A Mental Health	
RW Part A Medical Nutrition	
RW Part A Oral Health	
RW Part A Legal Services	
RW Part A Food	
RW Part A Medical Transportation	
RW Part A Quality Management	
MAI Amb Outpt Medical Care	
Max. Monthly reimbursement \$	-

Net Amount Payable by Alameda County: \$

I certify that the information contained herein is true and correct in all respects and in accordance with the terms and condition of this contract and the financial records of this organization.

AIDS Program Director

Signature and Title of Authorized Agent Date

Approved for Payment:

Program Manager Date

Fiscal and Contract Officer Date

CATEGORICAL BUDGET AND NARRATIVE JUSTIFICATION										
v 2 Preliminary CARE A 2014/ 2015										
AGENCY:		Contra Costa Health Services Department				# 28-528		PERIOD:		3/1/14- 2/28/15
CONTRACT AMOUNT:		\$ 1,297,965		Care A svcs:	\$ 1,197,678		QM:	\$ 22,500		MAI: \$ 100,287 SERVICE CATEGORY : All
				Core Svcs.	\$ 890,302		Sup. Svcs.	\$ 205,203		
CORE SERVICE BUDGET CATEGORY/POSITION/INCUMBENT										
Medical Case Management Service Category										
PERSONNEL										
Health Planner/Eval (Good) Ensure smooth functioning of referral mechanisms; provide TA for MCM; provide Partner Services. Ensure Medication Adherence.										
Data Entry Operators (Carpio/Valencia/various) Data entry/reports; QA; chart maintenance, client appts.										
Fiscal Assistant (Romero/various) track expenditures, process client needs, assist with invoicing, etc.										
Clerical Support (Viscarra) client appointments and calls; scheduling, maintain files, other clerical support services										
Medical Social Worker IIs (various: Sturr, Linder, Lindsey [W Co and Private Providers], other)										
Client assess/intake; develop care plan; referrals; identification of resources; follow-up, etc. Provide referrals										
Implement MD treatment plans; Provide safety net/emergency services; attend I. D. clinics; monitor med. adherence										
enroll individuals in ADAP, make medical appointments, etc. Provide clinic and home based services. Conduct										
Clinical rounds and Case Conferencing. approx. distribution of funds / fte: Linder 1; Sturr 1; Lindsey 0.5										
Medical Social Worker Is (Andrews, Rodriguez, Toillont, Other) Client assessment/intake; Develop care plans, referrals; identification of resources; follow-up, etc. Implement provider treatment plans; Provide safety net / emergency services; support I. D. clinics; monitor med.adherence, make appointments, enroll in ADAP,										
PHN (Atkins/Other). Clinical assessment, intake, medication adherence, and related for more complex cases.										
Program Specialist (Berbick, other) Coordinate MSWs, case management & safety net services; review/respond to cl. needs, R. Reduction implementation; provide oversight and direct care/ MSW safety net services.										
Disease Int Technicians (Blong, Gagliano, Warner) Receive MCM referrals / provide partner and adherence support										
Sr. Health Education Spec.(Anderson) Develop patient centered materials; client and provider health education.										
Clerical Supervisor (Lew) oversight of clerical and subcontracts operations. Backfill DEO and Fiscal asst.										
PHPS I (Leyva) Approx 0.15 FTE for contract monitoring, reporting and management										
CHW/DIT (other TBA) Approx 0.5 FTE case aid support to ensure client access to care.										
subtotal, Personnel										
benefits @ 40-65%										
Total Personnel										
OTHER: Cost reimbursement Sub Contract for direct services: Lifelong										
Under clinical supervision support clinical treatment plan; ensure timely and coordinated access to medically appropriate services										
provide/arrange treatment adherence counseling. Case Conference.										
Total Other										
OPERATING COSTS/Office Expense including:										
local mileage reimbursement for home and clinic visits at 300 - 500 mi./mo.x12 mos x 5 -8 FTE x .51/mi (or other federal allowable);										
Phone, client materials, trainings, duplication, supplies, other operating charges etc. estimated at \$600-900/mo x 12 mos.										
Occupancy, utilities at approx 1.3/sq ft x 12 mos x approx 1600 sq ft, insurance, etc. Consultant fees and meeting support										
subtotal, Operating										
Approximately 700 clients										
Total Medical Case Management category:										

CORE SERVICE BUDGET CATEGORY/POSITION/INCUMBENT			Program Amt	Admin Amt	Total
Oral Health Care					
Cost reimbursement fees for services provided. Reimbursement of dental care services for uninsured est @ \$1000 x 18 HIV + residents of Contra Costa county			\$ 18,000	\$ -	\$ 18,000
Approximately 18 clients / 18 visits					
Total, Oral Health Care			\$ 18,000	\$ -	\$ 18,000
Ambulatory Outpatient Med Care					
Cost reimbursement fees for services provided (labs, xray, specialty care, etc) for the uninsured, est.@ \$3000+/person x approx. 3 HIV + residents of CC County			\$ -		\$ -
NA					
Total, Amb Care			\$ -	\$ -	\$ -
Substance Abuse Service Category					
OTHER Fee based sub Contract for Substance Abuse Services: YWCA					
Behavioral Health Care for substance users: coord. of access to care and provision of assessments, counseling and treatment of HIV infected residents, and housing readiness assessments for eligible individuals.			\$ 8,920	\$ 892	\$ 9,812
Approximately 13 clients					\$ -
Total, Substance Abuse				\$ -	\$ -
			\$ 8,920	\$ 892	\$ 9,812
Mental Health Service Category					
OTHER: Fee based sub Contract for Mental Health Services (individual and group): YWCA					
Behavioral Health Care coordination and provision of mental health services to HIV infected residents of Contra Costa.					
Approximately 38 clients			\$ 9,091	\$ 909	\$ 10,000
Total, Mental Health			\$ 9,091	\$ 909	\$ 10,000
Med Nutrition Therapy					
OTHER: cost reimbursement subcontract for Nutrition Therapy Services					
Individual and group nutritional assessments and followup provided by a licensed registered dietitian outside of a primary care visit			\$ 20,949	\$ -	\$ 20,949
Approximately 29 clients					
Total, Medical Nutrition Svcs.			\$ 20,949	\$ -	\$ 20,949
TOTAL CORE SERVICES:			\$890,302	\$ 79,673	\$969,975

SUPPORT SERVICE BUDGET CATEGORY/POSITION/INCUMBENT				
Legal Advocacy Service Category		Program Amt	Admin Amt	Total
OTHER: cost reimbursement subcontract for legal services: Rubicon				
provision of legal services to ensure on-going access to government benefits for residents of Contra Costa.		\$ 54,138	\$ 5,862	\$ 60,000
Approximately 70 clients		\$ 54,138	\$ 5,862	\$ 60,000
Total, Legal Advocacy				
Health Education and Risk Reduction		Program Amt	Admin Amt	Total
OTHER: cost reimbursement subcontracts for provision of health education: Rainbow and Neighborhood House of NR				
Provide group Health Education and Risk Reduction services: NHNR		\$ -		\$ -
Provide group Health Education and Risk Reduction services: Rainbow				\$ -
NA		\$ -	\$ -	\$ -
Total, Health Education/Risk Reduction				
Food Service Category		Program Amt	Admin Amt	Total
OTHER: Cost reimbursement Subcontracts/P.O.s for Direct Services:				
Provision of food bank (boxes) services to HIV positive individuals in Contra Costa County: Food Bank of Contra Costa Solano		\$ 73,500	\$ 1,500	\$ 75,000
Provision of food (pantry) services to HIV positive individuals in Contra Costa County: Rainbow Community Center		\$ 15,000	\$ -	\$ 15,000
Approximately 240 clients		\$ 88,500	\$ 1,500	\$ 90,000
Total, Food Services		\$ 88,500	\$ 1,500	\$ 90,000
Medical Transportation Service Category		Program Amt	Admin Amt	Total
OTHER: Cost reimbursement subcontracts for medical van Transportation Service: Neighborhood House of NR				
Provision of van transportation to health/support svcs for HIV positive residents of Contra Costa county.		\$ 51,168	\$ 4,035	\$ 55,203
Approximately 81 clients		\$ 51,168	\$ 4,035	\$ 55,203
Total, Transportation				
Total Support Services		\$ 193,806	\$ 11,397	\$ 205,203
QUALITY MANAGEMENT CATEGORY/POSITION/INCUMBENT				
Quality Management				
PERSONNEL				
QM abstractor (Root/various): Approx 0.3 FTE. Direct provision of services.				
Conduct chart abstraction for QM activities in Contra Costa, including: provide data for tracking of indicators (backfill with Leivermann as needed)				
Other: training or other				
Operating: Mileage reimbursement at .5/mi x85 mi per month x 12 months; office supplies, computer maintenance postage; communications; etc, all totaling approx. \$200/month x 12 months;				
Total, QM				
Co Admin	\$75,637			
CBO Admin	\$15,433			
Total Admin	\$91,070			
allowable	\$ 119,768			

FTE range	Annual Salary	Program Amt	Admin	Total
0.01	0.35	\$ 64,615	\$ 14,861	\$ 14,861
Subtotal, Personnel		\$ 14,861		\$ 14,861
benefits @ 35-65%		\$ 7,639		\$ 7,639
Total Personnel		\$ 22,500		\$ 22,500
			\$ -	\$ -
		\$ 22,500	\$ -	\$ 22,500

TOTALS		\$ 1,106,608	\$ 91,070	\$ 1,197,678
Allowable			\$ 119,768	\$ 1,197,678
				\$ 1,197,678

CPD
5/15/14

v 2 Preliminary CARE A MAI 2014/2015

Core Svcs.	100%
Sup. Svcs.	0.00%

DATE: 3/1/14 - 3/31/15
SERVICE CATEGORY : Ambulatory Outpt Care

PERSONNEL

Physicians are at various FTE / steps in the pay scale. Average salary for a full time staff MD is approx. \$168,000. The amount of funds available in this line is approximately 5% of a fulltime FTE. MDs billed until the funds are exhausted, at which point service is provided in-kind for the remainder of the grant period. FTE estimate is based on the estimated percentage of uninsured/ACA ineligible pts. Likely to be served by these clinicians.

Clerical Support (Romero) maintain files, pull quarterly expenditures, etc.

subtotal, Personnel

benefits

Total Personnel

Other ambulatory outpatient medical care services for uninsured communities of color estimated at approx. \$2500+/individual x25 people includes labwork, anal and/or cervical paps, other specialty care, x-ray, nutrition, etc. These expenses are not captured in MD costs above.

Total Other

Minimum # HIV clinic visits: 75

Total MAI

allowable

up 5/15/14

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

County Administrator
Risk Management Division

2530 Arnold Drive, Suite 140
Martinez, California 94553

Contra Costa County



Risk Management
Administration
Fax Number

(925) 335-1400
(925) 335-1421

July 12, 2006

Elen De Leon
Fiscal & Contract Office of AIDS
Alameda County
1970 Broadway Street, Suite 1130
Oakland, CA 94612

Re: Alameda County Contract #28-528-31

To Whom It May Concern:

The County of Contra Costa has a comprehensive self-insurance program to cover its general, automobile, and professional liability exposures, as well as its obligations under the Workers' Compensation laws of California.

The County's self-insurance program provides for the legal defense of officials, employees, and volunteers pursuant to Government Code Section 825 and for the payment of all sums that the County is obligated to pay by reason of liability imposed by law and arising from acts or failures to act, excepting punitive damages. This protection covers services performed by officers, employees, and volunteers within the scope of their official duties in accordance with the conditions of their employment or service.

The self-insurance program is funded to provide payment of claims.

Sincerely,


Ron Harvey
Risk Manager

cc: Jacqueline Pigg, Health Services

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor must also agree that without modification all subcontractors must also comply with this certification.

Contra Costa Health Services
AGENCY

Wendell Brown
EXECUTIVE DIRECTOR

5/27/14
DATE

EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ___. 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ___.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ___.235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ___.230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and _____, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: _____

By (Signature): Wendel Brunner

Print Name: Wendel Brunner

Title: Director of Public Health



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: June 24, 2014

Subject: Grant Agreement #28-528-47 with County of Alameda Health Care Services Agency

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Grant Agreement #28-528-47 with the County of Alameda, to pay County an amount not to exceed \$1,297,965 for coordination of essential services to Contra Costa County residents with HIV Disease and their families, for the period from March 1, 2014 through February 28, 2015.

FISCAL IMPACT:

Approval of this agreement will result in a total of \$1,297,965 from the County of Alameda, as the Grantee of federal funds under the Ryan White HIV/AIDS Treatment Modernization Act of 2006, Part A. No County match is required.

BACKGROUND:

The U.S. Department of Health and Human Services has designated the County of Alameda as "Grantee" for the purpose of administering the Ryan White HIV/AIDS Treatment Modernization Act of 2006, Part A, funds for coordination of essential services to Contra Costa County residents with HIV Disease and their families.

On September 24, 2013, the Board of Supervisors approved Contract #28-528-46

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 06/24/2014 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES 5 NOES

ABSENT ABSTAIN

RECUSE

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: June 24, 2014

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Wendel Brunner, M.D.
313-6712

By: Chris Heck, Deputy

cc: Jpigg, CRucker

BACKGROUND: (CONT'D)

with the County of Alameda, as the fiscal agent for Ryan White CARE Act, Title I and Minority AIDS Initiative funds, for coordination of services to Contra Costa residents with HIV disease and their families, for the period from March 1, 2013 through February 28, 2014.

Approval of Agreement #28-528-47 will provide continuation of funding for coordination of services through February 28, 2015, including mutual indemnification to hold harmless both parties for any claims arising out of the performance of this agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, County will not receive funds to provide coordination of essential services to Contra Costa County residents with HIV Disease and their families.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

COMMUNITY BASED ORGANIZATION **Master Contract Exhibit A and B Coversheet**

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 30144 Board PO #: PHSVC- 8464
 Business Unit #: PHSVC Master Contract #: 900201 Procurement Contract #: 9891 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$6,662	\$144,162
Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum							\$144,162

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **Project Open Hand**

Contractor Address: 730 Polk Street BOS District:
 San Francisco, CA 94109

Remittance Address: Same as above Location Number: 001

Contractor Telephone #: (415) 447-2300 Federal Tax ID#: 94-3023551

Contractor Contact Person: Kevin Winge Telephone #: (415) 447-2300

Contract Service Category: \$ 69,000 Food - Home-delivered Meals (\$ 23,000/\$ 46,000)
 \$ 75,162 Food Bank (\$ 22,833/\$ 52,329)

\$ 144,162

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed **\$12,013.50** without written approval by
 OA Director or his/her designee.

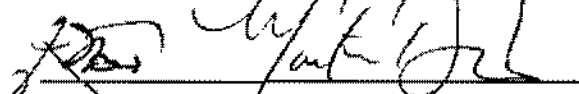
Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$45,833	\$137,500	\$144,162		
Exhibit #					
Amount of Encumbrance	\$45,833	\$91,667	\$6,662		
File Date			<u>9/9/14</u>		
File/Item #			<u>18/29446E</u>		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:	Federal/CFDA #: 93-914	State	County
	\$144,162	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.


DEPARTMENT: Date: 10/17/14

By: 

Name: Muntu Davis, M.D., M.P.H.

Title: Director and Health Officer

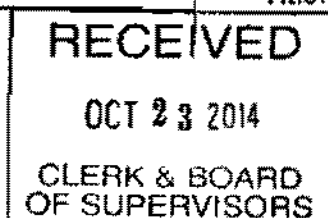
CONTRACTOR: Date: 9/9/14

By: 

Name: Kevin Winge

Title: Executive Director

(sh)c:\access\Signature Coversheet FY1



SCANNED

EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **Project Open Hand**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900201**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category: **\$ 69,000 Food - Home-delivered Meals (\$ 23,000/\$ 46,000)**
\$ 75,162 Food Bank (\$ 22,833/\$ 52,329)

\$ 144,162



**Office of AIDS Administration
Ryan White Program (Part A)
Program Description - FY 2014-2015**

AGENCY INFORMATION			
Agency Name:	PROJECT OPEN HAND		
Mailing Address:	730 Polk St.	City:	San Francisco, CA
Main Phone Number:	415-447-2300	Main Fax Number:	415-447-2490
Agency / Program Web Site:	www.openhand.org		
DEDICATED PROGRAM STAFF			
Primary Contact :	Kevin Winge	Alternate Contact:	Michael Haritos
Phone Number (direct):	415-447-2462	Phone Number (direct):	510-622-0222
Fax Number:	415-447-2490	Fax Number:	510-452-1061
Email Address:	kwinge@openhand.org	Email Address:	mharitos@openhand.org
FTE:		FTE:	.39 FTE
PROGRAM INFORMATION			
Service Category:	Food: Meals and Groceries		
Alameda County Region(s) Served :	X North X South X East X West		
Amount of Ryan White Funds: Part A	\$137,500	Total Program Budget:	\$536,539
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment	1 2 3 4	Amended RW Funds	\$6,662
		Revised Budget	\$144,162
PROGRAM SUMMARY			
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i>			

Project Open Hand provides daily prepared meals and weekly groceries for people living with HIV/AIDS throughout Alameda County. The overall goal of this program is to provide consistent, nutritious food to improve the health and quality of life of low-income people living with HIV disease, and we strive to assure that our services are culturally competent, consumer-guided and community-based.

This Ryan White Part A contract provides partial support for 9,201 prepared meals and 4,216 grocery bags for approximately 135 clients during the 12-month period. Each daily meal and weekly grocery selection is designed by our dietitian to include at least one-third of the daily or weekly nutritional requirements for people living with HIV/AIDS.

Project Open Hand's food services are cost-free and immediately accessible for any eligible client, and because of reliable community support from donors and volunteers, this agency has never needed to establish a waiting list in over 24 years of feeding Alameda county residents with HIV/AIDS. Based on eligibility determined by the primary care physician, clients receive hot or frozen daily meals and/or weekly groceries according to their needs. Prepared meals are cooked each day in our San Francisco kitchen and delivered to clients' homes in Alameda county five days a week, with two extra meals delivered on Friday to cover the weekend; south county meals are delivered once a week. Clients also have the option of picking up frozen meals at our Oakland Grocery Center. A weekly selection of nutritious groceries can be delivered to south county homes or picked up by north county residents at the Grocery Center location at 1921 San Pablo Ave. during shopping hours of 10am to 2pm Monday through Friday.

To assure linkage with primary care and dedication of our resources to "serve the sickest first", eligibility for this food service is limited to persons with specific HIV-related symptoms or disabling conditions that must be certified annually by the client's primary care physician. Because of this, Project Open Hand is often the gateway to the continuum of care for many low-income, out-of-care individuals who request our free nutritional support.

Handwritten notes:
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F/hed.


OAA SCOPE OF WORK (SOW) FY 2014-2015 Ryan White Part A

CONTRACTOR:		Project Open Hand	SERVICE CATEGORY:		Food			
MAIN PROGRAM GOAL:		Project Open Hand's goal is to improve the nutritional health and quality of life for persons living with HIV disease. -						
INDICATORS:	Knowledge of nutrition & HIV disease; Assessment of improved nutritional health; Quarterly visits to primary care provider.				UDC	147	UOS	10,077meals 4,216 groceries
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF		EVALUATION	
(Minimum of 3 listed in order of importance)		(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)		Objectives to be completed by?	Who on will provide services?		How will objectives attainment be tracked?	
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF		EVALUATION	
1. By 2/28/15 Clients will have a medical visit with an HIV specialist every 6 months: Benchmark 90%		1	At intake, clients' certification for services must include medical provider assessment and clients are urged to maintain regular HIV medical care visits.	Initial visit.	Caseworker, Registered Dietician.		Recertification process, required every 6 mo, requests updated weight info from referring medical provider and or agency dietician. Annual client satisfaction survey includes question about how often clients have seen HIV specialist in the last 12 months.	
		2	Clients must have HIV medical provider certification every 6 mo to qualify for service.	Recertification period or 6 mo, whichever is sooner.	Caseworker, Registered Dietician.			
		3	Staff consults with HIV medical care providers as needed to coordinate nutrition with overall treatment plan.	Ongoing	Caseworker, Registered Dietician.			
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF		EVALUATION	
2. By 2/28/15, Clients will have a stable/increase in maintaining healthy weight status: Benchmark 60%		1	At intake, clients with weight maintenance issues are counseled as to effective interventions and menu planning.	Initial visit.	Registered Dietician.		Recertification process, required every 6 mo, requests updated weight info from referring medical provider and or agency dietician.	
		2	Prepared meals and weekly grocery selections are designed to provide at least 1/3 of daily caloric needs for persons with HIV.	8 week menu cycles and monthly grocery lists.	Food Operations and Menu Planning Cmtes chaired by Registered Dietician.			

OAA SCOPE OF WORK (SOW) FY 2014-2015 Ryan White Part A

	3	Tips for improving nutritional caloric intake are printed on monthly menus distributed to all meal clients and in grocery centers.	Monthly	Registered Dietician	Annual client satisfaction survey includes question about whether food from POH helped sustain and/or maintain healthy body weight.
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3	TIMELINE	STAFF	EVALUATION
3. By 2/28/15, Clients will have at least 1 visit with a licensed nutritional provider: Benchmark 75%	1	At intake, clients meet with registered dietician.	Initial visit.	Registered Dietician	Recertification process, required every 6 mo, requests updated weight info from referring medical provider and or agency dietician.
	2	Clients participate in regular nutrition screens in person and via telephone.	quarterly	Registered Dietician and RD Interns	Annual client satisfaction survey includes questions about client interaction with dietician and around nutrition.
	3	Clients participate in nutrition demonstrations and presentations led by registered dietician in POH facility.	bimonthly	Registered Dietician and RD Interns.	

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 7/25/14



OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year .
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of th current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White - ARIES and Prevention - LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, harring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received.

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

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Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. Proof of HIV status
2. Proof of Residence (not immigration status)
3. Proof of Income
4. Proof of Insurance Status

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of Administrative Personnel, Operating Expenses, and Indirect Cost which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list; which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubs/forms/forms/CtrlIdForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st – September 30 th	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

Care & Treatment Contractors

FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "*last resort*," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSL, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing **LabTracker** must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

Project Open Hand

Agency Name

Kevin Nance, Executive Director

Printed Name, Title

[Signature]

Signature

5/1/14

Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

Project Open Hand
AGENCY

John Lang
EXECUTIVE DIRECTOR

5/1/14
DATE

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

POH
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **Project Open Hand**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900201**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

PROJECT OPEN HAND
BUDGET - Food: Home Delivered Meals
For Part A - March 01, 2014 - February 28, 2015 ✓

2/10/2014

				Direct Cost	Indirect Cost	Total Cost
				Amount		
A. Personnel		Annual Salary	FTE			
Cook	G. Madlansacay	\$52,000	28.6%	\$ 14,882		
Porter	G. Pryor	\$25,771	28.6%	\$ 7,375		
Client Caseworker	V. Giusti	\$47,133	14.3%	\$ 6,744		
Nutritionist	J. Lindamood	\$52,000	14.3%	\$ 7,441		
Driver	C. Dolan	\$23,629	28.6%	\$ 6,762		
Subtotal Personnel				\$ 43,204		
B. Fringe Benefits		35%		\$ 15,121		
Total Personnel				\$ 58,325		\$ 58,325
C. Bulk Food and Packaging				\$ 8,663		\$ 8,663
D. Utilities				\$ 1,515		\$ 1,515
Total Personnel & Operating Expenses				\$ 68,503		
E. Repairs & Maintenance					\$ 497	\$ 497
Total Indirect Costs					\$ 497	
F. Total Budget						\$ 69,000 ✓

Fee-for-service calculation: $\frac{\text{meals}}{9,201} \times \$ 7.50 = \$ 69,000$

4-25-14
 4/28/14

BUDGET JUSTIFICATION

Project Open Hand - Food: Home-Delivered Meals Ryan White Part A - March 01, 2014 - February 28, 2015

02/11/14

A. PERSONNEL – Salaries

\$43,204

Cooks (G. Madlansacay)

\$14,882

$\$52,000/\text{year} \times 28.6\% = \$14,882$

This position is responsible for the daily production of prepared meals and assuring food safety and sanitation standards are met. The percentage of time is the ratio of East Bay HIV meals to all meals produced in the kitchen.

Porter (G. Pryor)

\$7,375

$\$25,771/\text{year} \times 28.6\% = \$7,375$

This position is responsible assisting the cooks, packing the meals, and cleaning and sanitizing all pots, trays, cooking utensils, and food preparation areas each day. The percentage of time is the ratio of East Bay HIV meals to all meals produced in the kitchen.

Caseworker (V. Giusti)

\$6,744

$\$47,133/\text{year} \times 0.5 \times 28.6\% = \$6,744$

This position is responsible for all East Bay HIV client services, including intakes, referrals, routing, data entry and reports, and handling client calls, complaints and concerns. As the sole direct service provider on this contract, about 50% of her time is allocated to Ryan White contracts for Parts A & B.

Nutritionist (J. Lindamood)

\$7,441

$\$52,000/\text{year} \times 0.5 \times 28.6\% = \$7,441$

This position is responsible for all East Bay HIV nutrition services, including diet and nutrition assessments. Works with Client Caseworker. As the sole direct service provider on this contract, about 50% of her time is allocated to Ryan White contracts for Parts A & B.

Driver (C. Dolan)

\$6,762

$\$23,629/\text{year} \times 28.6\% = \$6,762$

This position is responsible for bringing prepared meals and bulk food to the East Bay facility, preparing route sheets and food products for dispatch, and driving agency vans to deliver meals and groceries to clients' homes throughout the county.

B. Fringe Benefits

\$15,121

The fringe benefit cost of all payroll taxes and health benefits for these positions was calculated at an average rate of 35% and consists of medical, dental, vision, life, long-term disability and state unemployment Insurance, Worker's Compensation, retirement plan match and FICA.

$\$43,204 \times 35\% = \$15,121$

C. Bulk Food and Packaging

\$8,663

This includes the costs for the purchase of bulk food and packaging (meal trays) for prepared meals, calculated at the budgeted cost per meal.

$\$2.01 \text{ per meal} \times 9,201 \text{ meal UOS} = \$18,494 - \$9,310 = \$8,663$

D. Utilities

\$1,515

This includes the cost for gas, electric, water, garbage, telephone, pest control, and security for the kitchen assigned to the East Bay HIV Meals cost center in the current budget. This Part A contract meals are about 28.6% of the total East Bay HIV meals budgeted for FY13-14.

$28.6\% \times \$5,294 = \$1,515$

E. Indirect Costs

\$497

Repairs and Maintenance

\$497

This includes expenses to maintain the facility at 1921 San Pablo Ave. from the East Bay HIV Meals cost center, times the percentage of these contract meals to total East Bay HIV meals.

$28.6\% \times \$1,736 = \497

F. Total Budget

\$69,000 /



MS
4/29/14
25-14

PROJECT OPEN HAND
BUDGET - Food: Groceries
For Part A - March 01, 2014 - February 28, 2015 ✓

07/21/14

				Direct Cost	Indirect Cost	Total Cost
				Amount		
A. Personnel						
		Annual Salary	FTE			
Grocery Center Coordinator	A. Allen	\$23,400	23.4%	\$ 5,475		
Program Manager	M. Haritos	\$42,224	23.4%	\$ 9,880		
Driver	L. Humphreys	\$33,821	46.8%	\$ 15,828		
Subtotal Personnel				\$ 31,183		
B. Fringe Benefits	35%			\$ 10,914		
Total Personnel				\$ 42,097		\$ 42,097
C. Bulk Food and Packaging				\$ 26,920		\$ 26,920
D. Utilities				\$ 1,116		\$ 1,116
E. Rent & Storage				\$ 3,355		\$ 3,355
Total Personnel & Operating Expenses				\$ 73,488		
F. Repairs & Maintenance					\$ -	\$ -
G. Total Indirect Costs					\$ 1,674	\$ 1,674
H. Total Budget						\$ 75,162 ✓
Fee-for-service calculation:		grocery bags				
		4,216	x	\$ 16.25	=	\$ 68,500
		meals				
		876		\$7.60		\$6,662

005

 7/22/14
  7/25/14
 7/25/14

BUDGET JUSTIFICATION

Project Open Hand – Food: Groceries
Ryan White Part A - March 01, 2014 - February 28, 2015
07/22/14

A. PERSONNEL – Salaries

\$29,192

Grocery Center Coordinator (A. Allen) **\$5,475**

$\$23,400 \times 0.5 \times 46.8\% = \$5,475$

This position manages all East Bay grocery services for HIV clients, including product ordering and inventory, volunteer supervision, and data entry. The percentage time is less than the ratio of these Ryan White contract groceries to all groceries distributed to Alameda HIV clients last year.

Program Manager (M. Haritos) **\$9,880**

$\$42,224 \times 0.5 \times 46.8\% = \$9,880$

This position is responsible for supervising all East Bay staff and services, managing the East Bay facility, conducting client intakes, checking-in clients and processing grievances filed by clients. This position also provides training and supervision for volunteers.

Driver (L. Humphreys) **\$15,828**

$\$33,821 \times 46.8\% = \$15,828$

This position is responsible for bringing prepared meals and bulk food to the East Bay facility, preparing route sheets and food products for dispatch, and driving agency vans to deliver meals and groceries to clients' homes throughout the county.

B. Fringe Benefits

\$10,914

The fringe benefit cost of all payroll taxes and health benefits for these positions was calculated at an average rate of 35% and consists of medical, dental, vision, life, long-term disability, state unemployment insurance, Worker's Compensation, retirement plan match and FICA.

$\$31,183 \times 35\% = \$10,914$

C. Bulk Food and Packaging

\$26,920

This includes the costs for the purchase of bulk food and packaging (bags) for groceries, calculated at the budgeted cost per unit.

$\$7.65 \text{ per bag} \times 4,216 \text{ grocery bag UOS} = \$32,252 - \$7,347 = \$24,905$

$\$2.27/\text{meal} \times 876 \text{ meals UOS} = \$1,988$

E. Utilities \$1,116

This includes the cost for gas, electric, water, garbage, telephone, pest control, and security for the kitchen assigned to the East Bay HIV Groceries cost center in the current budget. These Part A contract groceries are about 43.8% of the total East Bay HIV groceries distributed last contract year.

$$46.8\% \times \$2,385 = \$1,116$$

F. Rent and Storage \$3,335

This includes the costs for the San Pablo Ave. facility rent and storage in the East Bay HIV Groceries cost center, times the percentage of Part A contract groceries to total units provided.

$$46.8\% \times \$7,170 = \$3,335$$

G. Indirect Costs \$1,664

Repairs and Maintenance

No indirect costs are charged to this part of the contract. Private fundraising supports the proportional costs of Management & General and Development expenses assigned to this cost center.

H. Total Budget \$75,612

Handwritten notes:
7/24/14
7/25/14
7/25/14
7/25/14

II. TERMS AND CONDITIONS OF PAYMENT

Contractor shall use the following procedures in billing County for services rendered under this contract.

- a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
- b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
- c. Reimbursement for all services shall not exceed \$12,013.50 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.

Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.

In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$12,013.50 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.

Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$144,162.00 allocated by the County under this contract.

- a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost once per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VI or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) 	



PROJOPE-02

HBCT06

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0564249

Heffernan Insurance Brokers
1460B O'Brien Drive
Marino Park, CA 94025

CONTACT

NAME:

PHONE (A/C, No., Ext): 1 (650) 842-5200

FAX

(A/C, No.): 1 (650) 842-5201

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Nonprofits Insurance Alliance of California 011845

INSURER B: Cypress Insurance Company

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Project Open Hand
730 Polk St.
San Francisco, CA 94109

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR WSC	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Lib \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		201403283	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 SEE REMARKS \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			201403283	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DSO <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> CLAIMS-MADE			201403283	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3300059325141	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: As Per Contract or Agreement on File with Insured, Alameda County Public Health Department Office of AIDS Administration, Alameda County, its Board of Supervisors, Officers, Agents and Employees are named as Additional Insureds as respects General Liability policy per attached endorsement CG2025.

CERTIFICATE HOLDER

CANCELLATION

Alameda County Public Health Department, Attn: Elen DeLeon
Office of AIDS Administration
1000 Broadway, Suite 310
Oakland, CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Alameda County Public Health Department Office of AIDS Administration, Alameda County, its Board of Supervisors, Officers, Agents and Employees

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ___. 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ___.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ___.235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ___.230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and Project Open Hand, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. ~~*Amendment to PHI.*~~ Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Project Open Mind

By (Signature): [Signature]

Print Name: Kevin Wingo

Title: Executive Director

COMMUNITY BASED ORGANIZATION

Master Contract Exhibit A and B Coversheet

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 31451 Board PO #: PHSVC- **8394**
 Business Unit #: PHSVC Master Contract #: 900228 Procurement Contract #: **9894** Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$6,000	\$32,000
Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum						\$32,000	

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **Women Organized to Respond to Life-threatening Diseases (W.O.R.L.D.)**

Contractor Address: 449 - 15th Street, Suite 303 BOS District:
Oakland, CA 94612

Remittance Address: Same as above Location Number: 001

Contractor Telephone #: (510) 986-0340 Federal Tax ID#: 94-3177103

Contractor Contact Person: Cynthia Carey-Grant Telephone #: (510) 986-0340

Contract Service Category: Psychosocial Support Services

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed **\$2,666.67** without written approval by
OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$8,667	\$26,000	\$32,000		
Exhibit #					
Amount of Encumbrance	\$8,667	\$17,333	\$6,000		
File Date			9/9/14		
File/Item #			18129446E		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:

Federal/CFDA # : 93-914	State	County
\$32,000	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 10/17/14

By: [Signature]

Name: Muntu Davis, M.D., M.P.H.

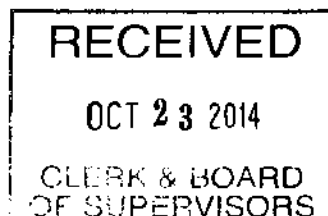
Title: Director and Health Officer

CONTRACTOR: Date: 9/16/14

By: [Signature]

Name: Cynthia Carey-Grant

Title: Executive Director



SCANNED

EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **Women Organized to Respond to Life-threatening Diseases (W.O.R.L.D.)**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900228**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category: **Psychosocial Support Services**



**Office of AIDS Administration
Ryan White Program - Part A
Program Description - FY 2014 - 2015**

AGENCY INFORMATION

Agency Name: WORLD (Women Organized to Respond to Life-threatening Diseases)
Mailing Address: 449 15th St., Suite 303 **City:** Oakland **Zip:** 94612
Main Phone Number: (510) 986-0340 **Main Fax Number:** (510) 986-0341
Agency / Program Web Site: www.womenhiv.org

DEDICATED PROGRAM STAFF

Primary Contact :	Cynthia Carey-Grant	Alternate Contact:	Stephanie Cornwell
Phone Number (direct):	(510) 986-0340 x313	Phone Number (direct):	(510) 986-0340 x306
Fax Number:	(510) 986-0341	Fax Number:	(510) 986-0341
	ccarey-grant@		
Email Address:	womenhiv.org	Email Address:	scornwell@womenhiv.org
FTE:	Yes	FTE:	No

PROGRAM INFORMATION

Service Category: Psychosocial Support
Alameda County Region(s) Served: ☒ North ☒ South ☒ East ☒ West

Amount of Ryan White Funds: \$26,000 **Total Program Budget:** \$26,000

CONTRACT AMENDMENT

To be completed only if contracted deliverables have been renegotiated

Amendment 1 2 3 4 **Amended RW Funds** \$32,000 **Revised Budget** \$32,000

PROGRAM SUMMARY

Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation

A small organization known for its big impact, Women Organized to Respond to Life-threatening Diseases (WORLD) boasts a strong track record of successful programming that has yielded national recognition. WORLD has been an innovator of peer-driven services and advocacy in the HIV/AIDS field, and has managed and led projects that have positively influenced local, statewide, and national responses to the epidemic. At this time, WORLD seeks support for ongoing provision of core services vital to our clients – women living with HIV/AIDS, including transgender women. Of relevance, approximately 70% of our clients are African American and 98%-100% meet the Ryan White CARE Act income eligibility standards. For that reason, WORLD submits this program description to the Office of AIDS Administration (OAA) Ryan White Care Services - Part A (FY 2014/15) for funding in the category of Psychosocial Support.

WORLD requests funding to maintain support groups that are peer -led in collaboration with a WORLD LMFT Support Group Facilitator and Program Planner. This program was developed in response to consumer input and identified community need. With Part A support, WORLD intends to offer one on-site, open-ended group targeting women of color with emphasis on African American and transgender women: one daytime group weekly. Nutritional meals will be provided with the awareness that many WORLD clients experience food scarcity and benefit from direct food support. Also, on-site childcare supported by WORLD's existing collaborative relationships may be provided upon request on the condition of availability and feasibility through Family Support Services.

These groups provide meaningful attention to our target populations - women, women of color, transgender women. This approach builds upon WORLD's established framework of peer-led

PROGRAM SUMMARY *continued*

groups and intends to improve client quality of life and access to medical care and supportive services. WORLD seeks to address the specific circumstances of individuals living with chronic, life-threatening illness by providing ongoing support and services. The open-ended nature of support groups proposed is consistent with strong clinical practices, as management of variable health conditions often requires monitoring and a consistent, available support network. In this configuration, WORLD support group attendance for groups is expected to support an average of 15-25 attendees per week and groups will be two hours in length with availability to WORLD clients.

In this proposal, WORLD seeks to retain the peer-led format of groups while including a WORLD clinician in attendance at these groups and that role may be fulfilled by WORLD's Program Services Director. The purpose of this clinician is to strengthen support group effectiveness by providing peer advocates with "real-time" assistance in responding to client mental health concerns and also bridging participant communication and engagement with one another. This approach will allow WORLD to increase cultural sensitivity for individuals most often stigmatized and excluded from care. Additionally, as WORLD engages in recent and ongoing projects to reach HIV-positive women who have fallen out of systems of care and bring them into care, we have seen a direct increase in the acuity of client health and mental health conditions. Offering groups in this configuration assists WORLD to meet evolving service demands in an environment of increased diversity, demands on care capacity, and severity of client need.

Because of WORLD, women living with HIV, particularly those most disenfranchised, have greater access to healthcare and treatment. Through WORLD psychosocial support programming, women living with HIV and at risk for falling out of care will receive critical information, support, and opportunities for social engagement from peer leaders and mental health practitioners in a combined effort we believe to be critically important to the quality of life and general health of individuals living with HIV.

This project will be funded by WORLD's Part A Psychosocial Support award for the 2014-2015 grant year that totals \$32,000, as well as WORLD's in-kind support.

[Handwritten signature]
8.6.14
3/15/14

CONTRACTOR:		WORLD (Women Organized to Respond to Life-threatening Diseases)	SERVICE CATEGORY:		Psychosocial Support		
MAIN PROGRAM GOAL:		Improve the health and quality of life of HIV-positive women - particularly women of color with special emphasis on African American and transgender women - by joining peers and clinicians to co-facilitate 1 weekly daytime support group at WORLD, each group 2 hours in length.					
INDICATORS:		Support group participants will report increased knowledge of opportunities for healthy living, resources for overall health, and compliance with HIV-specific medical care.		UDC	38	Amended	38
				UOS	2850	UDC/UOS	2850
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF	EVALUATION	
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by:</i>	<i>Who on will provide services?</i>	<i>How will objectives attainment be tracked?</i>	
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF	EVALUATION	
At least 85% of group participants will report increased knowledge in healthy behaviors and reduction in high risk behaviors	1.	WORLD group sessions will provide education and/or informational presentations related to HIV health and risk reduction		March 2014 through February 2015	Peer Advocate, Support Group Facilitator, WORLD PSD	Records of group topics to be kept on file at WORLD; client self-report surveys at baseline and designated intervals will track outcomes marking cohort improvement	
	2.	WORLD group sessions will facilitate safe discussion of life challenges including stigma, disclosure, relationships, and health management as related to living with HIV		March 2014 through February 2015	Peer Advocate, Support Group Facilitator, WORLD PSD	Documentation of group content to be kept on file at WORLD; client self-report surveys at baseline and designated intervals will track outcomes marking cohort improvement	
	3.	WORLD group sessions will provide participants with tools (e.g. self-analysis, individual sharing with group feedback, literature or exercises related to coping) to identify and differentiate between healthy coping skills and unhealthy coping strategies		March 2014 through February 2015	Peer Advocate, Support Group Facilitator, WORLD PSD	Documentation of group content to be kept on file at WORLD; client self-report surveys at baseline and designated intervals will track outcomes marking cohort improvement	
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF	EVALUATION	

OAA SCOPE OF WORK (SOW) FY 2014 - 2015

At least 85% of group participants will report receiving resources to enhance overall health	WORLD group sessions will provide education and information on stress reduction techniques and relaxation exercises	March 2014 through February 2015	Peer Advocate, Support Group Facilitator, WORLD PSD	Records of group topics to be kept on file at WORLD; client self-report surveys at baseline and designated intervals will track outcomes marking cohort improvement
	WORLD group sessions will utilize strengths-based peer contributions and clinical approaches that fortify participant self-worth and individual agency	March 2014 through February 2015	Peer Advocate, Support Group Facilitator, WORLD PSD	Documentation of group content to be kept on file at WORLD; client self-report surveys at baseline and designated intervals will track outcomes marking cohort improvement
	WORLD group facilitators will provide general or specifically tailored community resources as needed for group participants	March 2014 through February 2015	Peer Advocate, Support Group Facilitator, WORLD PSD	Documentation of group content to be kept on file at WORLD; client self-report surveys at baseline and designated intervals will track outcomes marking cohort improvement
OUTCOME OBJECTIVE #3 At least 85% of support group participants will report maintaining compliance with medical treatment by making and keeping 2 medical visits per year	PROCESS OBJECTIVE #3 WORLD group sessions will provide information and education related to medical care and treatment opportunities	TIMELINE March 2014 through February 2015	STAFF Peer Advocate, Support Group Facilitator, WORLD PSD	EVALUATION Record of group topics addressed to be kept on file at WORLD; client self-report surveys at baseline and designated intervals will track outcomes marking cohort improvement

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WORLD PSS SOW 2014-15

	<p>WORLD group sessions will address reasons for treatment noncompliance and encourage peer support to achieve and maintain compliance</p>	<p>March 2014 through February 2015</p>	<p>Peer Advocate, Support Group Facilitator, WORLD PSD</p>	<p>Documentation of group content to be kept on file at WORLD; client self-report surveys at baseline and designated intervals will track outcomes making cohort improvement</p>
2	<p>WORLD group sessions will engage participants in discussions about barriers to care and impart knowledge and strategies that promote increased access to and utilization of care</p>	<p>March 2014 through February 2015</p>	<p>Peer Advocate, Support Group Facilitator, WORLD PSD</p>	<p>Documentation of group content to be kept on file at WORLD; client self-report surveys at baseline and designated intervals will track outcomes making cohort improvement</p>
3				

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OFFICE OF AIDS ADMINISTRATION
Ryan White Program Requirements
FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

I. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year.
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of th current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSAs), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received.

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. Proof of HIV status
2. Proof of Residence (not immigration status)
3. Proof of Income
4. Proof of Insurance Status

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source.

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of Administrative Personnel, Operating Expenses, and Indirect Cost which includes:

- **Administrative Personnel** -- are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** -- are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** -- as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.

2. **HIV/AIDS Reporting Requirements**

California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:

<http://www.cdph.ca.gov/pub/forms/forms/CiridForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st – September 30 th	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31 st	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

Care & Treatment Contractors

FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "*last resort*," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office or MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARTES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing **LabTracker** must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

WORLD

Agency Name

CYNTHIA CARRON-GRANT

Printed Name, Title

Cynthia Carron-Grant

Signature

04-01-2014

Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

WORLD

AGENCY
Cynthia Carey-Hart

EXECUTIVE DIRECTOR
04-01-2014

DATE

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

WORLD
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **Women Organized to Respond to Life-threatening Diseases (W.O.R.L.D.)**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900228**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

WORLD Program Budget: Psychosocial Support Services - Support Groups
Ryan White Part A - Alameda County Office of AIDS Administration
March 1, 2014 - February 28, 2015
Award Amount: \$32,000

A. Personnel	Annual Salary	FTE	# of Months	Direct	Indirect	Total
Program Services Director	\$65,000	0.20	12	\$13,000		\$13,000
PA/Community Health Worker	\$41,600	0.10	12	\$4,160		\$4,160
Subtotal Personnel				\$17,160	\$0	\$17,160
B. Fringe Benefits (at 25%)				\$4,290	\$0	\$4,290
Personnel and Fringe Total				\$21,450	\$0	\$21,450
C. Operating						
Program materials				\$5,130		\$5,130
Support Group Facilitator and Program Planner (Consultant)		0.1	7	\$5,120		\$5,120
Operating Expense Total				\$10,250	\$0	\$10,250
D. Other Operating						
Rent/utilities					\$300	
Other Operating Expense Total				\$0	\$300	\$300
E. Total Budget				\$31,700	\$300	\$32,000

W.O.R.L.D. Program Budget Justification: Psychosocial Support Groups

Alameda County Office of AIDS Administration

March 1, 2014 - February 28, 2015

A. Personnel (\$17,160)

Program Services Director (.2 FTE, 12 months, \$13,000) - S. Cornwell

Function: Program oversight, client interface, supervision, guidance
 This position will be filled by WORLD Program Services Director who provides program oversight at the agency level; is experienced in individual and group clinical mental health practices; and supervision. Provides in-person crisis intervention and offers appropriate interventions with support group clients including mandated reports, safety planning, etc. as needed. Provides clinical consultation to group facilitators and mental health interventions as needed.

Peer Advocate (PA)/Community Health Worker (.1 FTE, 12 months, \$4,160) - F. Greenly or A. Alejandres

asl
 8/2/14
 8/6/14

Function: Support group co-facilitation

This position will be filled by a WORLD PA/Community Health Worker staff member. Staff person to be assigned to group has experience with co-facilitation and has been trained to integrate her role as a PA within the context of groups.

B. Fringe Benefits (\$4,290)

A rate of 25% has been applied for benefits and payroll taxes, which includes FICA, medical insurance & disability, insurance has been applied to total salaries.

C. Operating Expenses

Program Materials: This includes materials of direct benefit to the program and clients described herein

Examples of these expenses may include cost of food, cost of group supplies, and other materials for group

Food estimates for these support groups: ($\$10/\text{person} \times 15 \text{ person/group} \times 1 \text{ group/wk} \times 52 \text{ wk/yr}$) = \$7800

Group supplies: Support groups engage participants in therapeutic activities that require the purchase of art supplies, paper, and related materials.

WORLD requests that this grant pay a portion of the overall costs in this category to total \$5,130 ✓

Support Group facilitator and program planner (Consultative position): - J. Blumenfeld, LMFT - This contractor position will be filled by a licensed Marriage Family Therapist, Licensed Clinical Social Worker, or other licensed professional qualified to practice in the State of California.

The consultant will develop a program plan for support group sessions which will reflect perceived needs of clients as well as those deemed important by the professional facilitator. The consultant will work closely with the Peer

Advocate/Community Health Worker who will provide assistance during support group sessions. The consultant will utilize psychosocial interventions and group facilitation skills designed to improve the resiliency, social skills, coping skills, and general well being of clients during support group sessions.

Approximated at $\$40/\text{hr} \times 4 \text{ hours/week} \times 32 \text{ weeks} = \$5,120$.

D. Other Operating Expenses (\$300)

Rent: Rent/utilities are valued at \$70,000 per year and budget includes request for funding -- \$300 ✓

E. Total Budget (\$32,000)

4-6-14
8/11/14

II. TERMS AND CONDITIONS OF PAYMENT

Contractor shall use the following procedures in billing County for services rendered under this contract.

- a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B I.C).
- b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
- c. Reimbursement for all services shall not exceed \$2,666.67 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.

Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.

In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$2,666.67 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.

Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$32,000.00 allocated by the County under this contract.

- a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost once per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

Conditions Prerequisite to Payment:

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/typographical errors to expedite processing.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease

D Endorsements and Conditions:

- 1. ADDITIONAL INSURED:** All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.
- 2. DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
- 3. REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
- 4. INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A/VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- 5. SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6. JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)," or at minimum named as an "Additional insured" on the other's policies.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named insured"
- 7. CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
- 8. CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to:
 - Department/Agency issuing the contract
 - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607)



CERTIFICATE OF LIABILITY INSURANCE

OF ID: NF

DATE (MM/DD/YYYY)
04/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crisol, Fritsch & Patterson Inc 366 Grand Avenue, Suite 230 Oakland, CA 94610 Nancy Fleming	CONTACT NAME: Thomas K. Smith PHONE (A/C No. Ext): 510-451-3000 FAX (A/C No.): 510-451-4203 E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID #: WOMEN-3
INSURED Women Organized To Respond To Life-Threatening Diseases 449 15th St, Ste 303 Oakland, CA 94612	INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford Insurance Group INSURER B: NIAC INSURER C: QBE Insurance Corp. INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

LINE	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Lib/\$1.00 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	X	201404204NPO	04/17/2014	04/17/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOS AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		201404204NPO	04/17/2014	04/17/2016	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N <input type="checkbox"/> R/A	57WECEV3127	12/01/2013	12/01/2014	W/O STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Property Section		2584945	04/17/2014	04/17/2015	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder: Alameda County Public Health Department, Division of Communicable Disease Control and Prevention, Office of AIDS Administration

CERTIFICATE HOLDER Alameda County Public Health Department 1000 Broadway Suite 500 Oakland, CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Nancy Fleming
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POLICY NUMBER: 201404204NPO

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p><i>ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT</i></p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



WOMEN-3

OP ID: NF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crist, Fritschl & Paterson Inc 266 Grand Avenue, Suite 230 Oakland, CA 94610 Nancy Fleming	CONTACT NAME PHONE (AC, HS, EX) FAX (AC, HS) EMAIL ADDRESS
INSURED Women Organized To Respond To Life-Threatening Diseases 449 16th St, Ste 303 Oakland, CA 94612	INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	AMOUNT/COVER	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (if a requirement) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOUND AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (per person) \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in CA) If yes, describe under DESCRIPTION OF OPERATIONS below		67WECEV31Z7	12/01/2013	12/01/2014	<input checked="" type="checkbox"/> NO STATE-TO-RY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - CA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Alameda County Public Health Department, Division of Communicable Disease
Control and Prevention, Office of AIDS Administration

CERTIFICATE HOLDER

Alameda County Public
Health Department
1000 Broadway Ste 500
Oakland, CA 94607

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Nancy Fleming

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EXHIBIT D AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ____ 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ____ 500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ____ 235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ____ 230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda ("County" or "Covered Entity") and ~~WHEATLAND HEP TO BE FOLD TO LIFE-THREATENING DISEASES (WHLCD)~~ ("Contractor" or "Business Associate"), to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function.

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.400 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an individual or individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession, or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

3. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 et seq.). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: WOMEN ORGANIZED TO RESPOND TO LIFE-THREATENING DISEASES (WORD)

By (Signature): Cynthia Carey Grant 9/16/13

Print Name: CYNTHIA CAREY-GRANT

Title: EXECUTIVE DIRECTOR

COMMUNITY BASED ORGANIZATION **Master Contract Exhibit A and B Coversheet**

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 32079 Board PO #: PHSVC- 8395
 Business Unit #: PHSVC Master Contract #: 900075 Procurement Contract #: 9882 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$12,000	\$54,500
Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum							\$54,500

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **Community Health for Asian Americans**
 Contractor Address: 268 Grand Avenue BOS District:
 Oakland, CA 94610

Remittance Address: Same as above Location Number: 001
 Contractor Telephone #: (510) 835-2777 Federal Tax ID#: 94-3237212
 Contractor Contact Person: Sean Kirkpatrick Telephone #: (510) 835-2777

Contract Service Category: **Medical Case Management**

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed **\$4,541.67** without written approval by
 OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$14,167	\$42,500	\$54,500		
Exhibit #					
Amount of Encumbrance	\$14,167	\$28,333	\$12,000		
File Date			9/9/14		
File/Item #			18/29446E		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:	Federal/CFDA #: 93-914	State	County
	\$54,500	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 10/9/14
 By: [Signature]
 Name: **Muntu Davis, M.D., M.P.H.**
 Title: **Director and Health Officer**

CONTRACTOR: Date: 09/15/14
 By: [Signature]
 Name: **Sean Kirkpatrick**
 Title: **Executive Director**

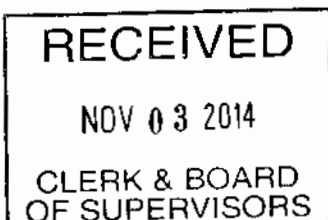


EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **Community Health for Asian Americans**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900075**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category: **Medical Case Management**



**Office of AIDS Administration
Ryan White Program (Part A & B)
Program Description- FY 2014 - 2015**

AGENCY INFORMATION			
Agency Name:	Community Health for Asian Americans		
Mailing Address:	268 Grand Ave.	City:	Oakland
		Zip:	94610
Main Phone Number:	510.835.2777	Main Fax Number:	510.835.0164
Agency/Program Web Site:	www.chaaweb.org		
DEDICATED PROGRAM STAFF			
Primary Contact:	Amy Lam, Ph.D.	Alternate Contact:	Aung Zar Ni
Phone Number(direct):	510.835.2777	Phone Number(direct):	510.835.2777
Fax Number:	510.835.0164	Fax Number:	510.835.0164
Email Address:	amy.lam@chaaweb.org	Email Address:	aung.ni@chaaweb.org
FTE:	See HCSA budget	FTE:	.95
PROGRAM INFORMATION			
Service Category:	Medical Case Management		
Alameda County Region(s) Served:	<input checked="" type="checkbox"/> North <input type="checkbox"/> South <input type="checkbox"/> East <input type="checkbox"/> West		
Amount of Ryan White Funds:	\$54,500	Total Program Budget:	\$104,500
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment	1	2	3
	4	Amended RW Funds	Revised Budget
PROGRAM SUMMARY			
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i> *****			

Community Health for Asian Americans (CHAA) will meet the HIV Medical Case Management needs of HIV+ persons from Burma and other immigrant/refugee communities who currently reside in Alameda County.

Statement of Need:

In Alameda County, Asian Pacific Islanders (APIs) represent a population with the fastest growing percentage increase in HIV/AIDS cases. Within this diverse group, persons from Burma are among those in greatest need. To date, there are approximately 21 Burmese refugees living with HIV/AIDS in Alameda County. In a community of less than 400 persons, this number represents a significant proportion (5%). The majority of those infected in this population are adult men (86%). Primary mode of transmission reported is heterosexual (41%), followed by injections (27%), and male sexual contact with another male (27%). The majority of individuals are residents of Oakland (55%) and Fremont (23%).

Anecdotal evidence suggests unique socio-cultural factors that influence HIV/AIDS prevention, care, and treatment of persons from Burma. First, a large majority of those infected in Alameda County represent individuals who were part of the 1988 student movement against the Burmese government. These individuals eventually fled Burma for Thailand and were later detained in refugee camps. Additionally, CHAA has begun to receive referrals for non-Burmese APIs looking for culturally-appropriate HIV care and support services.

We suggest that HIV prevention and care must be tailored. It is likely that individuals do not have adequate knowledge regarding HIV/AIDS as well as how it is transmitted and how to reduce the spread of HIV. One of the first steps involves basic HIV/AIDS education 101 in order to provide these patients with accurate information about the disease, transmission, and harm

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reduction strategies. This specific community has also experienced deep psychological trauma as well as mistrust of institutional systems. First, the political backdrop for which these persons experienced the contraction of HIV is extremely disturbing. Second, these individuals have been displaced numerous times and are currently refugees here in the United States. Finally, stable HIV care has been compromised for this community, as the major AIDS service organization (ASO) providing care to this community was de-funded in 2009. These multiple layers of trauma have caused many of these persons to have post-traumatic stress disorder, turn to drug and alcohol abuse as ways of self-medicating, and be reluctant to seek care related to HIV as well as other health concerns. Rebuilding trust with this community is paramount to helping HIV+ individuals receive needed HIV care, as well as help maintain general physical, psychological, and social well-being. Burmese HIV+ patients need a health home that meets the medical, case management, and psychological care that is linguistically, culturally, and socio-politically sensitive to their needs.

Main Project Goals:

Over the past two years, CHAA's BurmaCare project has involved meeting the HIV medical case management needs of Burma HIV+ clients of Alameda County. Because of our growing experience in working with issues specifically encountered by newcomers (e.g., language barriers, cultural differences in understanding and beliefs about HIV/AIDS, immigration challenges), we have been sought after by other immigrant/refugee HIV+ patients in the County. CHAA's project goal is to provide direct linkages and service navigation to 25 HIV+ clients, focusing, but not limited to persons from Burma. Our approach focuses on supporting clients to maintain primary health care linkages, as well as the behavioral health care and public benefits issues that can compromise HIV care. We continue to collaborate with other affiliated partners including, but not limited to Street Level Health Project (SLHP), Asian Community Mental Health Services (ACMHS), Alameda County Public Health Nurses, Highland Hospital, Asian Health Services (AHS), East Bay Community Law Center, and East Bay AIDS Center (EBAC).

PROJECT DESCRIPTION AND GOAL:

CHAA will establish HIV/AIDS Medical Case Management for HIV+ individuals from Burma and other immigrant/refugee communities in Alameda County.

OBJECTIVE AND ACTIVITIES:

Support HIV+ clients in the areas of primary care services, behavioral health and public benefits through:

A. Clients will have a medical visit with an HIV specialist every 6 months.

Activities:

1. Support 25 HIV+ clients in maintaining their linkage to regular HIV medical care (Benchmark 95%).
2. Provide medical interpretation, cultural brokerage and health education for clients as needed during medical care appointments (Benchmark 100%).
3. Support 25 HIV+ clients in discussing HIV medication adherence with provider (Benchmark 95%).

B. Clients will have a case management plan consistent with established standards that include a medical treatment plan.

Activities:

1. Support 25 HIV+ clients in developing and partnering on a case management plan (Benchmark 70%).
2. All clients will be assessed for additional primary health care services at least twice a year and linked to relevant care (Benchmark 95%).

C. Clients will have a documental oral health referral or oral health visit.

Activities:

1. All clients will have an oral health referral or have an oral health visit (Benchmark 70%).
2. Provide interpretation, cultural brokerage and health education for clients as needed during oral health care appointments (Benchmark 100%).

D. Clients have documented assessments for mental health and/or AOD tobacco treatment services.

Activities:

1. Support 25 HIV+ clients in determining whether they have mental health, AOD (alcohol and other drug) treatment, and/or tobacco cessation needs (Benchmark 95%).
2. Provide appropriate behavioral health support for clients who may have mental health, AOD treatment, and/or tobacco cessation needs. Support may depend on client's level of readiness and/or availability of culturally responsive treatments (ie., prevention, behavioral health education, early intervention support, referral, counseling) (Benchmark 95%).
3. Provide interpretation, cultural brokerage and health education for clients as needed during mental health, AOD treatment, and/or tobacco cessation appointments (Benchmark 100%).

OAA SCOPE OF WORK (SOW) FY 2014 - 2015

CONTRACTOR:		Community Health for Asian Americans	SERVICE CATEGORY:		Medical Case Management for Positives (Ryan White)				
MAIN PROGRAM GOAL:		Provide case management to 25 HIV+ Clients from Burma and other Immigrant/Refugee Communities							
INDICATORS:		Case management, linkages, service navigation, client contacts				UDC	25	Amended UDC/UOS	
						USO	4500		
OUTCOME OBJECTIVES		PROCESS OBJECTIVES			TIMELINE	STAFF		EVALUATION	
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>			<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>		<i>How will objectives obtainment be tracked?</i>	
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE#1			TIMELINE	STAFF		EVALUATION	
By February 28, 2015 HIV+ clients enrolled in case management services will have a medical visit with an HIV specialist every 6 months.		1	Support 25 HIV+ clients in maintaining their linkage to regular HIV medical care.			March 1, 2014-February 28, 2015	AungZar Ni		95% of clients will have seen an HIV care provider at least twice in the year.
		2	Provide medical interpretation, cultural brokerage and health education for clients as needed during medical care appointments.			March 1, 2014-February 28, 2015	AungZar Ni		100% of monolingual Burman clients will have accompanying interpretation at appointments.
		3	Support 25 HIV+ clients in discussing HIV medication adherence with provider.			March 1, 2014-February 28, 2015	AungZar Ni		95% of clients will have discussed HIV medication adherence with provider.
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE#2			TIMELINE	STAFF		EVALUATION	
By February 28, 2015, HIV+ clients enrolled in case management services will have a case management plan consistent with established standards that include a medical treatment plan.		1	Support 25 HIV+ clients in developing and partnering on a case management plan.			March 1, 2014-February 28, 2015	AungZar Ni		70% of clients will have a case management plan.
		2	All clients will be assessed for additional primary health care services at least twice a year and linked to relevant care.			March 1, 2014-February 28, 2015	AungZar Ni		95% of clients will be assessed for additional primary health care services at least twice a year and linked to relevant care.

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OAA SCOPE OF WORK (SOW) FY 2014 - 2015

OUTCOME OBJECTIVE #3	PROCESS OBJECTIVE #3	TIMELINE	STAFF	EVALUATION
By February 28, 2015 HIV+ clients enrolled in case management services will have a documented oral health referral or oral health visit.	1 All clients will have an oral health referral or have an oral health visit.	March 1, 2014-February 28, 2015	AungZar Ni	70% of clients will have an oral health referral or a dental visit.
	2 Provide interpretation, cultural brokerage and health education for clients as needed during oral health care appointments.	March 1, 2014-February 28, 2015	AungZar Ni	100% of monolingual Burman clients will have accompanying interpretation at appointments.
OUTCOME OBJECTIVE #4	PROCESS OBJECTIVE#4	TIMELINE	STAFF	EVALUATION
By February 28, 2015 HIV+ clients enrolled in case management services will have documented assessments for mental health and/or AOD & tobacco treatment services.	1 Support 25 HIV+ clients in determining whether they have mental health, AOD (alcohol and other drug) treatment, and/or tobacco cessation needs.	March 1, 2014-February 28, 2015	AungZar Ni	95% of clients will be assessed for mental health, AOD treatment, and tobacco cessation needs.
	2 Provide appropriate behavioral health support for clients who may have mental health, AOD treatment, and/or tobacco cessation needs. Support may depend on client's level of readiness and/or availability of culturally responsive treatments (ie., prevention, behavioral health education, early intervention support, referral, counseling).	March 1, 2014-February 28, 2015	AungZar Ni	95% of clients with behavioral health needs will have a behavioral health treatment plan.
	3 Provide interpretation, cultural brokerage and health education for clients as needed during mental health, AOD treatment, and/or tobacco cessation appointments.	March 1, 2014-February 28, 2015	AungZar Ni	100% of monolingual Burman clients will have accompanying interpretation at appointments.



OFFICE OF AIDS ADMINISTRATION
Ryan White Program Requirements
FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year .
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of th current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. Proof of HIV status
2. Proof of Residence (not immigration status)
3. Proof of Income
4. Proof of Insurance Status

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of Administrative Personnel, Operating Expenses, and Indirect Cost which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list; which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubs/forms/forms/ChildForms/cdph8641a.pdf>. Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st - September 31 st	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

Care & Treatment Contractors

FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "*last resort*," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing **LabTracker** must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

Community Health for Asian Americans
Agency Name

Sean Kirkpatrick, Co-Interim Executive Director
Printed Name, Title

Sean Kirkpatrick
Signature

04/15/14
Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

Community Health for Asian Americans
AGENCY

B. Sean K. Megatrick
EXECUTIVE DIRECTOR

04/10/14
DATE

019

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

CHAA
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **Community Health for Asian Americans**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900075**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

[illegible]

Note: No more than 10 percent (10%) of contracted funds can be expended for indirect cost (administrative cost)

9/5/11

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**OAA BurmaCare HIV Prevention Project
Community Health for Asian Americans**

RYAN WHITE BUDGET JUSTIFICATION

For the Period Covered: March 01, 2014 – February 28, 2015

Personnel \$38,130

1. Salary –Community Health Outreach Worker

\$41,000/year x 93%

\$38,130

This position provides support services to meet emergency and daily living needs of clients served.

Fringe Benefits \$9,533

Our fringe benefit rate is 25% and consists of Health and Dental Insurance (11%), Worker's Compensation (1.5%), Employer Payroll Tax (9.5%) and 401K (3%).

Travel \$1,387

Service-related local mileage and program-related meetings reimbursement at .56/mile.

Total Personnel & Operating Expenses \$49,050

Indirect Cost \$5,450

1. Salary – Accountant

\$46,000/year x 9%

\$4,140

This position oversees programmatic implementation, including program planning, hiring and supervision of staff, oversight of subcontractors, financial management, and reporting.

2. Fringe Benefits

\$1,035

Our fringe benefit rate is 25% and consists of Health and Dental Insurance (11%), Worker's Compensation (1.5%), Employer Payroll Tax (9.5%) and 401K (3%).

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8/25/14

3. Other Operating Expenses

\$275

Other operating expenses include rent (\$275).

Total Budget

\$54,500

msd
9/5/14

II. TERMS AND CONDITIONS OF PAYMENT

1. Contractor shall use the following procedures in billing County for services rendered under this contract.
 - a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
 - b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
 - c. Reimbursement for all services shall not exceed \$4,541.67 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.
2. Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.
3. Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.
4. In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$4,541.67 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.
5. Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$54,500.00 allocated by the County under this contract.
6. a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.
- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost once per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

7. Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Santa Maria & Company
1550 Parkside Drive, Suite #200
Walnut Creek, CA 94596

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 925-956-7600 FAX (A/C, No): 925-956-7601
E-MAIL: certificates@smcrisk.com
ADDRESS:

www.smcrisk.com

INSURED
Community Health for Asian Americans
268 Grand Avenue
Oakland CA 94610

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Philadelphia Insurance Company
INSURER B: State Compensation Insurance Fund
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 19649707

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PHPK1151170	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1151170	4/1/2014	4/1/2015	COMBINED SING. E LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PHUB453835	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		9066832-13	8/1/2013	8/1/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK1151170	4/1/2014	4/1/2015	Occurance- \$1,000,000; Agg-\$3,000,000
A	BPP, Replace Cost, S.F. (inc Theft)			PHPK1151170	4/1/2014	4/1/2015	\$20,000 Limit; \$1,000 Ded
A	Crime			PHPK1151170	4/1/2014	4/1/2015	\$110,000 Limit \$1,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an additional insured as respects to work performed by the named insured.

CERTIFICATE HOLDER

Office of AIDS Administration
1000 Broadway, Ste. 310
Oakland CA 94607

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carl A. Santa Maria

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ACORD 25 (2014/01)

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3/28/2014

POLICY NUMBER: PHPK1151170

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

POLICY NUMBER: PHPK1151170

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s)**

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are Additional Insureds as respects to work performed by the named insured per the attached endorsement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

*2400202QB94150101 01164

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barney & Barney 1999 Harrison St., Suite 1230 CA License #0H18131 Oakland, CA 94612	CONTACT NAME: Felicia McAroy	
	PHONE (A/C, No, Ext): 510 273-8888	FAX (A/C, No): (510) 273-8867
	E-MAIL ADDRESS: felicia.mcaroy@barneyandbarney.com	
INSURED Community Health for Asian Americans 268 Grand Avenue Oakland, CA 94610	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State Compensation Ins. Fund	NAIC #: 35076
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO <input type="checkbox"/>					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input type="checkbox"/>	SCHEDULED AUTOS <input type="checkbox"/>				BODILY INJURY (Per accident) \$
	HIRED AUTOS <input type="checkbox"/>	NON-OWNED AUTOS <input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/>	OCCUR <input type="checkbox"/>				EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/>	CLAIMS-MADE <input type="checkbox"/>				AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		90668322014	08/01/2014	08/01/2015	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A <input type="checkbox"/>				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Workers Compensation Coverage

CERTIFICATE HOLDER

CANCELLATION

Office of AIDS Administration
1000 Broadway, Ste. 310
Oakland, CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Y. Delatorre

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EXHIBIT D
AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ___. 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ___.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ___.235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ___.230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and Community Health for Asian Americans ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Sean Kirkpatrick

By (Signature): B. Sean Kirkpatrick

Print Name: B. Sean Kirkpatrick

Title: Co-Interim Executive Director

COMMUNITY BASED ORGANIZATION

Master Contract Exhibit A and B Coversheet

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 26459 Board PO #: PHSVC- 8509
 Business Unit #: PHSVC Master Contract #: 900159 Procurement Contract #: 9881 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$25,500	\$149,500
Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum						\$149,500	

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **Children's Hospital and Research Center at Oakland**

Contractor Address: 747 - 52nd Street BOS District:
 Oakland, CA 94609

Remittance Address: Same as above Location Number: 001

Contractor Telephone #: (510) 428-3393 Federal Tax ID#: 94-0382330

Contractor Contact Person: Bertram Lubin Telephone #: (510) 428-3393

Contract Service Category: \$ 62,000 Mental Health Services (\$ 17,000/\$ 45,000)
 \$ 87,500 Medical Case Management (\$ 24,333/\$ 63,167)
 \$ 149,500

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed **\$12,458.33** without written approval by
 OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$41,333	\$124,000	\$149,500		
Exhibit #					
Amount of Encumbrance	\$41,333	\$82,667	\$25,500		
File Date			9/9/14		
File/Item #			18/294462		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:	Federal/CFDA #: 93-914	State	County
	\$149,500	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 10/9/14
 By: [Signature]
 Name: Muntu Davis, M.D., M.P.H.
 Title: Director and Health Officer

CONTRACTOR: Date: 9.12.14
 By: [Signature]
 Name: Bertram Lubin
 Title: President/CEO

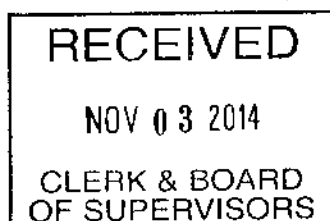


Exhibit #

EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **Children's Hospital and Research Center at Oakland**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900159**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category: **\$ 62,000 Mental Health Services (\$ 17,000/\$ 45,000)**
\$ 87,500 Medical Case Management (\$ 24,333/\$ 63,167)

\$ 149,500



**Office of AIDS Administration
Ryan White Program (Part A)
Program Description - FY 2014-2015**

AGENCY INFORMATION			
Agency Name:	Pediatric HIV/AIDS Program at Children's Hospital & Research Center Oakland		
Mailing Address:	747 52 nd Street	City: Oakland	Zip: 94609
Main Phone Number:	510-428-3337	Main Fax Number:	510-601-3957
Agency / Program Web Site:	www.childrenshospitaloakland.org		
DEDICATED PROGRAM STAFF			
Primary Contact :	Ann Petru, MD	Alternate Contact:	Julie Haining, MSW
Phone Number (direct):	(510) 428-3885 x 2289	Phone Number (direct):	428-3393 and 428-3586
Fax Number:	(510) 601-3957	Fax Number:	(510) 601-3957
Email Address:	Apetru@mail.CHO.org	Email Address:	JHaining@mail.CHO.org
FTE:	1.0 (100%)	FTE:	1.0 (100%)
PROGRAM INFORMATION			
Service Category:	Mental Health		
Alameda County Region(s) Served :	<input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South <input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West		
Amount of Ryan White Funds:	\$51,000	Total Program Budget:	\$541,143
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment	X	2	3
Amended RW Funds	\$11,000	Revised Budget	\$62,000 ✓
PROGRAM SUMMARY			
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i> *****			

The Pediatric HIV/AIDS Program provides state of the art, comprehensive medical care and treatment for children with known or suspected HIV infection, in a confidential, compassionate and emotionally supportive environment. We believe that the child's emotional status, psychological growth and development, as well as the family's psychosocial stability, have significant impacts on the child's adherence to medical care. Therefore, we provide a range of mental health services to the children and families. These services include pediatric developmental assessments and screening, advocacy for school and developmental services, mental health assessments, mental health treatment/interventions (including specific interventions to improve HIV self-care and adherence), mental health referrals, and psychoeducation are provided through individual and family counseling sessions, and are periodically evaluated in a variety of ways. With continued Ryan White Part A funds, we will serve 25 clients, including preschool and school-age children, adolescents, and 7 infected mothers (needing mental health services but unlikely to access them elsewhere). We promote early intervention for mental health treatment with the goals of fostering emotional and physical well-being and improving/maintaining medication adherence. The mental health services are provided on-site by our social worker, following the 'integrated primary care' model. The close collaboration between mental health and primary care allows each discipline to integrate the other's input in formulating treatment plans. Close coordination is also maintained with external colleagues at community-based agencies and other medical facilities in order to enhance collaboration and avoid duplication of services.

In the last five contract years we were very successful in taking over the individual therapy provision that had previously been provided by interns from Circle of Care (with whom we sub-contracted). Families have expressed that they feel more comfortable accepting mental health services from our own social workers, with whom they have already developed a trusting and therapeutic relationship.

PROGRAM SUMMARY continued

For support group services, we continue to experiment with a variety of group modalities, to adapt to the changing needs and realities of our patients and families, most of whom are unable or unwilling to attend traditional support groups.

We continue to provide an annual gathering for all patients to celebrate our strengths and build connectedness within the community. We will also continue to collaborate closely with several HIV-specific camps, as the residential camp model is particularly well-suited to addressing the unique mental health needs of our population. These camp experiences help to normalize HIV and antiretroviral medications, to reduce internalized stigma, and to improve coping. This contract year, our social worker will continue to collaborate closely with the camps, and to take an active role in facilitating camp attendance: referring families, assisting with applications, and remaining available to trouble-shoot obstacles or crises that often arise at the last minute and can jeopardize a child's camp attendance.

Sunburst Projects also hosts the One Love Conference annually specifically for youth who have grown up with HIV. The conference will take place in June at a college campus in the Bay Area. All youth 17-25 who are currently part of our program or who have graduated will be encouraged to attend. In addition, the youth have the opportunity to develop the conference. One of our graduated youth has been instrumental in helping coordinate this conference since its inception in 2010.

Starting in 2011-2012 contract year, we began collaborating with CoachArt, an agency that specializes in providing recreational support (arts and athletics) to children with life-threatening illnesses. CoachArt partners with Children's Hospital's Social Service Department to deliver services to outpatients. CoachArt's mission is well-aligned with our own and can serve to enhance the mental health services we offer. In the 2014-15 contract year, we hope to continue referring families to CoachArt (for individual and group support) as well as to invite CoachArt to take part in one of our HIV-specific recreational events (e.g. our annual holiday celebration).

OAA Scope of Work / Work Plan for 2014-15
Children's Hospital & Research Center at Oakland – Mental Health Services

Contractor: Pediatric HIV/AIDS Program, Children's Hospital & Research Center Oakland				
Service Category: Mental Health Services; UOS : 15 minutes, 1100 UOS/year; UDC 35 clients				
Main Program Goal: To provide comprehensive mental health counseling and therapy to improve medical adherence and quality of life of HIV-positive clients (children, youth, and women).				
Indicators: 1.) Maintenance/Improvement of adherence to medication regimens; 2.) Maintenance/Improvement of compliance with medical appointments; 3.) Improved social support.				
OUTCOME OBJECTIVES (Minimum of 3 - listed in order of importance)	PROCESS OBJECTIVES/ ACTIVITIES (Minimum of 3 for each outcome objective – listed in order of importance)	TIMELINE	LEAD ROLE	DATA SOURCE
OO #1: Twenty-five children and adolescents will receive mental health services to maintain/improve medical adherence to appointments with an HIV specialist every 6 months and adherence with medications as demonstrated by reported adherence to medication regimens.		03/01/14-02/28/15	MSW	Written psychosocial assessments and progress notes in medical chart. Laboratory reports (virologic and immunologic monitoring) will indicate improvement/maintenance of medication adherence.
	PO #1: Clinical social worker will participate in weekly inter-disciplinary case conferences to integrate mental health and primary care services, and strategize the most effective service plan objectives for at least 90% of children and adolescents as regards mental health and appointment and treatment adherence concerns.	03/01/14-02/28/15	MSW	Written documentation in medical chart.

OAA Scope of Work / Work Plan for 2014-15
Children's Hospital & Research Center at Oakland – Mental Health Services

	PO #2: Clinical social worker will provide a psychosocial assessment of each new child/adolescent or update progress report for each continuing child/adolescent, with appropriate referrals and advocacy to address developmental, emotional, social and school needs, and an on-going follow-up plan for at least 90% of children/adolescents. When individual therapy is indicated, therapy will be provided either by Children's Hospital Social Workers or other community providers.	03/01/14-02/28/15	MSW	Psychosocial assessments and progress reports with service plan documented in medical chart.
	PO #3: Clinical social worker will promote and refer patients to recreational therapy groups such as CoachArt, HIV-specific camps, Youth Conferences (ie, One Love Conference) and other available support resources. Social workers will encourage client participation through personal invitations (in clinic and by phone) and via mailed flyers and phone reminders.	03/01/14-02/28/15	MSW	Log of camp and other resource referral and attendance; written documentation in medical chart.
OO #2: Seven women (HIV-infected mothers of pediatric clients) will receive mental health services to maintain/improve medical adherence, as demonstrated by self-reports of adherence with medical appointments.		03/01/14-02/28/15	MSW	As reported by adult care providers and documented in child's progress report.

OAA Scope of Work / Work Plan for 2014-15
Children's Hospital & Research Center at Oakland – Mental Health Services

	PO #1: Clinical social worker will make referrals to address psychosocial needs of at least 60% women.	03/01/14-02/28/15	MSW	Documented in progress notes in medical chart.
	PO #2: Clinical social worker will maintain linkages within our RW Part A and D network and with other community agencies and healthcare clinics to facilitate ease of referrals and case coordination, especially as regards medical adherence (with appropriate client consent).	03/01/14-02/28/15	MSW	Documented in progress notes in medical chart.
OO #3: Fifty percent of clients will have an increase in social support as demonstrated by engagement, defined as participation in one or more of the following: appropriate social services, individual mental health therapy, developmental intervention, and/or camps per self or family report.				
	PO#1: All clients will be referred to available regional support groups, disease-specific events, and any program gatherings available, such as the annual program event. The groups enhance coping, reduce stigma and increase social support through connecting with other families living with HIV. All women clients will be referred to appropriate support group resources in the community, including WORLD's weekly group and semi-annual retreat.	03/01/14-02/28/15	MSW	Documented in progress notes in medical chart.

OAA Scope of Work / Work Plan for 2014-15
Children's Hospital & Research Center at Oakland – Mental Health Services

	PO#2: All clients will meet with MSW at clinic visits to receive support and education regarding their HIV diagnosis. The meetings will include therapeutic conversations and psycho-educational activities to assess for isolation/depression, elicit feelings, reduce stigma, strengthen self-esteem, foster resilience and empower clients in regards to their health and self-care.	03/01/14-02/28/15	MSW	Documented in progress notes in medical chart.
	PO #3: All eligible clients age 6 years and over will be referred to HIV-specific summer camps or conferences to enhance coping, social support and acceptance of HIV. Social worker will provide assistance and advocacy, as needed, to follow-up on camp or conference application process for those children/families interested in attending.	03/01/14-02/28/15	MSW	Documented in progress notes in medical chart.



**Office of AIDS Administration
Ryan White Program (Part A)
Program Description - FY 2014-2015**

AGENCY INFORMATION			
Agency Name: Pediatric HIV/AIDS Program at Children's Hospital & Research Center Oakland			
Mailing Address: 747 52 nd Street		City: Oakland	Zip: 94609
Main Phone Number: 510-428-3337		Main Fax Number: 510-601-3957	
Agency / Program Web Site: www.childrenshospitaloakland.org			
DEDICATED PROGRAM STAFF			
Primary Contact :	Ann Petru, MD	Alternate Contact:	Teresa Courville, RN, MN
Phone Number (direct):	(510) 428-3885 x 2289	Phone Number (direct):	(510) 428-3885 x 2827
Fax Number:	(510) 601-3957	Fax Number:	(510) 601-3957
Email Address:	Apetru@mail.CHO.org	Email Address:	Tcourville@mail.CHO.org
FTE:	1.0 (100%)	FTE:	0.85 (85%)
PROGRAM INFORMATION			
Service Category: Case Management			
Alameda County Region(s) Served : <input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South <input type="checkbox"/> East <input type="checkbox"/> West			
Amount of Ryan White Funds:		Total Program Budget:	
\$73,000		\$541,143	
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment	X	2	3
Amended RW Funds	\$14,500	Revised Budget	\$87,500
PROGRAM SUMMARY			
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i>			

The Pediatric HIV/AIDS Program provides state of the art, comprehensive medical care and treatment for children with known or suspected HIV infection, in a confidential, compassionate, and emotionally-supportive environment. We provide care for all babies born to known HIV-infected mothers in Alameda County and Contra Costa County in our Hope Clinic, in which the babies are tested serially and receive prophylactic medications to prevent perinatal HIV infection. We also provide care for HIV-infected children and youth from the time of diagnosis (usually soon after birth) until they become young adults (21 years of age). We utilize a model of medical and psychosocial case management, with every client followed by a team that includes a physician, a nurse, and a social worker, who remain stable during the child's years in our program as much as possible. This team provides a physical and psychosocial assessment of the child/youth at each clinic visit, as well as ongoing assessment between visits by phone contact and email. Initial assessments and ongoing medical and psychosocial progress, including care plans, are documented for each contact. The team meets weekly for case conferencing to ensure that care is coordinated. Psychosocial needs are addressed to detect and assess obstacles to care, and referrals for needed services are made to enable families to access assistance. The team provides health education for younger children, to encourage cooperation in their care, and for adolescents, to help them to understand their responsibilities in caring for themselves and in protecting others. In addition, we strive to provide our transitioning youth with the tools necessary for successful transition to young adult care. The overall goal of our program is to keep children and youth living longer, healthier, fuller lives through adherence with medical care and antiretroviral therapy.

Handwritten:
7-3-14
AL
7/30/14

OAA Scope of Work / Work Plan for 2014-2015
Children's Hospital & Research Center at Oakland – Case Management Services

Contractor: Children's Hospital & Research Center Oakland, Pediatric HIV/AIDS Program				
Service Category: Medical Case Management Services; UOS = 15 minutes, 1600 UOS/year; UDC = 45 clients, Exposed and Infected Infants, Children and Adolescents.				
Main Program Goal: To provide comprehensive psychosocial and nursing case management services to ensure prevention of HIV-infection in babies born to HIV-infected women, and to improve medical adherence for HIV-infected children and youth.				
Indicators: The rate of transmission of HIV from mother to baby will be maintained or decreased for Alameda and Contra Costa Counties; and adherence to medication regimens as measured by viral load and appointments will be maintained/improved for HIV-infected children and youth.				
OUTCOME OBJECTIVES (Minimum of 3 - listed in order of importance)	PROCESS OBJECTIVES/ ACTIVITIES (Minimum of 3 for each outcome objective - listed in order of importance)	TIMELINE	LEAD ROLE	DATA SOURCE
OO #1: 15-20 infants will receive medical case management services to optimize care to prevent perinatal transmission of HIV.				
	PO #1: Clinical social work and nurse case managers will communicate with adult HIV providers, prenatal clinics, delivery hospitals and newborn nurseries to optimize medical management for 80% of HIV-exposed newborn infants.	3/1/14-2/28/15	Advanced Practice Nurse (APN) and Clinical Social Worker (CSW)	Documentation will be found in infant charts, including: Comprehensive Summary Psychosocial Assessment Interim Event Evaluation Team Meeting Summary Allied Health Prof Services Assessment/Teaching/Plan Growth Charts Lab Data Telephone Communication

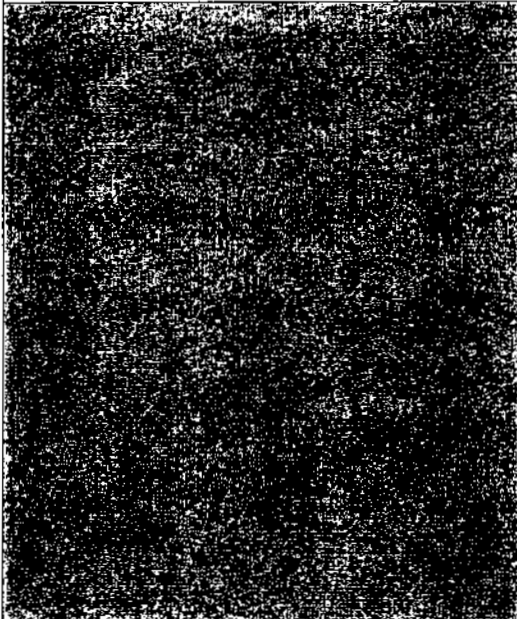
OAA Scope of Work / Work Plan for 2014-2015
Children's Hospital & Research Center at Oakland – Case Management Services

	PO #2: Clinical nurse case managers will provide appropriate testing and prophylactic medications to decrease risk of HIV transmission. Ninety five percent of infants will complete testing through 4 months of age.	3/1/14-2/28/15	APN	Documentation will be found in patient chart, as above.
	PO #3: By the final Hope clinic visit around 4-6 months of age, 100% of infants will have been referred for well-child care and for appropriate psychosocial services.	3/1/14-2/28/15	APN and CSW	Documentation will be found in patient chart, as above.
OO #2: 10-12 HIV-infected children will receive medical case management services to maintain and /or improve their adherence with appointments and medication regimens as defined by: 1) HIV medical visit every 6 mos 2) CM plan to include a medical treatment plan 3) Documentation of oral health 4)MH and SA assessments				
	PO #1: Nurse case managers and clinical social worker (CSW) will conduct on-going assessments and develop medical treatment and service plans for 90% of infected children.	3/1/14-2/28/15	APN and CSW	Documentation will be found in patient chart

OAA Scope of Work / Work Plan for 2014-2015
Children's Hospital & Research Center at Oakland – Case Management Services

	PO #2: Nurse case managers and clinical social workers will coordinate care for 90% of children through attending inter-disciplinary case conferences, documenting physical and nutritional assessments, providing advocacy and referrals, and collecting and documenting psychosocial and medical outcomes, dental needs, assessing adherence to medications and discussing disclosure concerns.	3/1/14-2/28/15	APN and CSW	Documentation will be found in patient chart. Viral load results
	PO #3: Nurse case managers and clinical social workers will provide health education to 90% children to improve their understanding of their illness and transmission, toward improved adherence and maintained health.	3/1/14-2/28/15	APN and CSW	Documentation will be found in patient chart. Viral load results
OO #3: 10-15 adolescents will receive medical case management services to ensure timely and coordinated access to appropriate levels of health and support services as defined by: 1) HIV medical visit every 6 mos 2) CM plan to include a medical treatment plan 3) Documentation of oral health 4)MH and SA assessments				
	PO #1: Nurse case managers and clinical social worker (CSW) will conduct on-going assessments and develop medical treatment	3/1/14-2/28/15	APN and CSW	Documentation will be found in patient chart

OAA Scope of Work / Work Plan for 2014-2015
Children's Hospital & Research Center at Oakland – Case Management Services

	and service plans for 90% of infected children.			
	PO#2 : Nurse case managers and clinical social workers will coordinate care for 90% of youth through attending inter-disciplinary case conferences, documenting physical and nutritional assessments, providing advocacy and referrals, and collecting and documenting psychosocial and medical outcomes, dental needs, assessing adherence to medications and appointments and assessing for mental health and substance use.	3/1/14-2/28/15	CSW and APN	Documentation will be found in patient chart Viral load results
	PO#3: Clinical social workers and nurse case managers will provide Prevention for Positives through health and sex education and enhance independent living skills and health care autonomy for 75% of adolescents.	3/1/14-2/28/15	APN and CSW	Documentation will be found in patient chart
	PO #4 Nurse case managers and clinical social workers will prepare for transition to young adult care through education, discussion of health care options, and creating a plan for transition by 18- 21 years of age for 90% of adolescents.	3/1/14-2/28/15	CSW and APN	Documentation will be found in patient chart



OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year .
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of th current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received.

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. **Proof of HIV status**
2. **Proof of Residence (not immigration status)**
3. **Proof of Income**
4. **Proof of Insurance Status**

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of Administrative Personnel, Operating Expenses, and Indirect Cost which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list; which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubs/forms/forms/ctrlForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st - September 31 st	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

Care & Treatment Contractors

FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "*last resort*," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing **LabTracker** must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:


- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

CHRCO

Agency Name
BERTRAM LUBIN, MD - PRESIDENT & CEO

Printed Name, Title


Signature
6 MAY 2014

Date

024

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND
AGENCY


EXECUTIVE DIRECTOR

7 MAY 2014
DATE

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

CH
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **Children's Hospital and Research Center at Oakland**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900159**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

Children's Hospital & Research Center at Oakland
 Pediatric HIV/AIDS Program
 Budget - Mental Health
 March 1, 2014 - February 28, 2015

A. Personnel	Annual Salary	Effort	Amount
Julie Haining, MSW Social Worker	\$ 76,923	50.533%	\$ 38,871
B. Fringe Benefits at 45%			\$ 17,493
Total Personnel			\$ 56,364
C. Travel/Training			\$ -
D. Contractual/Sub-contracts			\$ -
E. Furniture & Fixtures/Equipment			\$ -
F. Supplies Office Supplies			\$ -
G. Other Operating Expenses			\$ -
H. Total Personnel & Operating Costs			\$ 56,363
I. Indirect Costs @ 10%			\$ 5,636
J. Total Budget			\$ 62,000

Confidential

002

Handwritten notes and signatures:
 7/30/14
 7/29/14
 7/30/14
 7/31/14

PEDIATRIC HIV/AIDS PROGRAM
Children's Hospital & Research Center at Oakland

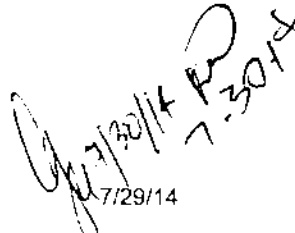
MENTAL HEALTH: BUDGET JUSTIFICATION
For the Period March 01, 2014 – February 28, 2015

A. PERSONNEL	\$38,871
<u>Social Work Case Manager (Julie Haining, MSW)</u> \$76,923/year 50.533% x 12mos.	\$38,871
This is a part-time position, providing psychosocial clinical and case management services for families of infants, children and adolescents with HIV infection.	
B. Fringe Benefits \$38,871 x 45%	\$17,493
C. Travel/Training	\$0
D. Sub-Contract/Fee-for-Service:	\$0
E. Furniture & Fixtures/Equipment	\$0
F. Supplies	\$0
G. Other Operating Expenses	\$0
H. Total Personnel & Operating Expenses	\$56,364
I. Indirect Costs @ 10% of Direct Costs	\$5,636
J. Total Budget	\$62,000

Handwritten signatures and dates:
7-30-14
7/30/14
7/30/14

**Children's Hospital & Research Center at Oakland
Pediatric HIV/AIDS Program
Budget - Case Management
March 1, 2014 - February 28, 2015**

A. Personnel	Annual Salary	Effort	Amount
Teresa Courville, R.N., M.N., Clinical Nurse Specialist	\$ 145,616	19.858%	\$ 28,917
Katherine Eng, RN, PNP, Pediatric Nurse Practitioner	\$ 129,711	20.000%	\$ 25,942
B. Fringe Benefits at 45.0%			\$ 24,686
Total Personnel			\$ 79,545
C. Travel			\$ -
D. Contractual/Sub-contracts			\$ -
E. Furniture & Fixtures/Equipment			\$ -
F. Supplies			\$ -
G. Other Operating Expenses			\$ -
H. Total Personnel & Operating Costs			\$ 79,545
I. Indirect Costs @ 10%			\$ 7,955
J. Total Budget			\$ 87,500 ✓


 7/29/14
 7-30-14
 ml 7/27/14
 ml 7/30/14

PEDIATRIC HIV/AIDS PROGRAM
Children's Hospital & Research Center at Oakland

1

CASE MANAGEMENT: BUDGET JUSTIFICATION
For the Period March 01, 2014 – February 28, 2015

A. PERSONNEL **\$ 54,859**

Program Director (Ann Petru, MD) \$ In-Kind
5% x 12mos.

This position is a full-time position in the Infectious Diseases Department. The director also is responsible for overseeing all aspects of the Pediatric HIV/AIDS Program, including providing the medical care to the children, as well as the programmatic implementation including planning, hiring and supervision of staff, oversight of subcontractors, financial management, reporting and ensuring compliance with contract requirements.

Clinical Nurse Specialist (Teresa Courville, R.N., M.N.) \$28,917
\$145,616/year 19.858% x 12mos.

This is a full-time position, providing direct nursing and broad nurse case management services, focused on providing education and support for families with infants, children, and adolescents proven to be HIV-infected and for HIV-infected mothers of infants followed in the Hope clinic. The adjusted award allowed an increase in time and effort for Case Management Services.

Pediatric Nurse Practitioner (Katherine Eng, RN, PNP) \$ 25,942
\$129,711/year 20% x 12mos.

This is a part-time position, providing additional nursing and nurse case management services, focused on providing education and support for families with infants, children, and adolescents proven to be HIV-infected and for HIV-infected mothers of infants followed in the Hope clinic. The adjusted award allowed an increase in time and effort for Case Management Services.

B. Fringe Benefits $\$54,859 \times 45\%$ **\$24,686**

C. Supplies **\$ 0**

D. Total Personnel & Operating Expenses **\$79,545**

E. Indirect Costs @ 10% of Direct Costs **\$7,955**

F. Total Budget **\$87,500**

Handwritten signatures and dates:
7/30/14
7/30/14
7/30/14

II. TERMS AND CONDITIONS OF PAYMENT

Contractor shall use the following procedures in billing County for services rendered under this contract.

- a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
- b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
- c. Reimbursement for all services shall not exceed \$12,458.33 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.

Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.

In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$12,458.33 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.

Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$149,500.00 allocated by the County under this contract.

- a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost once per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnity and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY)
01/16/2014

PRODUCER

John James
James & Gable Insurance Brokers
1660 Olympic Blvd., Ste. 325
Walnut Creek, CA 94596
Tel: (925) 943-3264

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: ALPHA Fund

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED

Children's Hospital and Research Center At Oakland
747 52nd Street
Oakland, CA 94609

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS AND MAY BE SELF-INSURED.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS in 1000's	
	GENERAL LIABILITY				EACH OCCURENCE	\$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY AGG	\$
	EXCESS LIABILITY				EACH OCCURENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
1	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	5803-0109	02/01/2014	02/01/2015	X WC STATUTORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$ 1,000
					E.L. DISEASE-EA EMPLOYEE	\$ 1,000
					E.L. DISEASE-POLICY LIMIT	\$ 1,000
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER: _____

CANCELATION


SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Susan Van Duyn
Susan Van Duyn, Claims Administrator



CERTIFICATE OF COVERAGE

Named Member: UCSF Benioff Children's Hospital Oakland 747 52nd Street Oakland, CA 94609-1809		This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.	
Broker: James & Gable Insurance Brokers 1660 Olympic Blvd. Suite 325 Walnut Creek CA 94596 925-943-3264			
Certificate Number	Effective Date	Expiration Date	Retroactive Date
HCL-14-806	7/1/2014 at 12:01 a.m.	7/1/2015 at 12:01 a.m.	3/27/1990 at 12:01 a.m.
Type of Coverage: <input checked="" type="checkbox"/> Professional Liability - Claims Made and Reported <input checked="" type="checkbox"/> General Liability - Occurrence			
Limits of Liability: \$1,000,000 Per Claim \$2,000,000 Aggregate Per Contract Period		Deductible: \$50,000 Per Claim NONE Aggregate Per Contract Period	
Description of Coverage: Evidence of Healthcare Entity Professional and General Liability coverage is extended to County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives as Supplemental Member(s) as pertaining to Master Contract No. 900159, Program 40310.			
Issue Date: June 27, 2014			
Certificate Holder: Alameda County Public Health Department 1000 Broadway Suite 500 Oakland, CA 94607		Authorized Representative:  R. Corey Grove Vice President, Underwriting and Client Services	

the retroactive date applies to claims made coverage only



CERTIFICATE OF COVERAGE

Named Member: UCSF Benioff Children's Hospital Oakland 747 52nd Street Oakland, CA 94609-1809		This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.	
Broker: James & Gable Insurance Brokers 1660 Olympic Blvd. Suite 325 Walnut Creek CA 94596 925-943-3264			
Certificate Number	Effective Date	Expiration Date	Retroactive Date
AL-14-806	7/1/2014 at 12:01 a.m.	7/1/2015 at 12:01 a.m.	N/A
Type of Coverage: <input checked="" type="checkbox"/> Automobile Liability and Physical Damage Coverage - Occurrence			
Limits of Liability: \$1,000,000 Each Accident, Combined Single Limit The Combined Single Limit is subject to the following limits: Bodily Injury and Property Damage Liability \$1,000,000 Each Accident Uninsured/Underinsured Motorist \$1,000,000 Each Accident Medical Payments \$5,000 Each Accident			
Deductibles: Comprehensive: \$250 Each Loss Collision: \$500 Each Loss			
Description of Coverage: Evidence of Automobile Liability coverage is extended to County of Alameda, its Board of Supervisors, the individual members thereof and all county officers, agents, employees and representatives as Supplemental Member(s) as pertaining to Standard Agreement for Technical Assistance.			
Issue Date: June 27, 2014			
Certificate Holder: Alameda County Health Care Services Agency Administration 1000 San Leandro Blvd Suite 300 San Leandro, CA 94577		Authorized Representative: R. Corey Grove Vice President, Underwriting and Client Services	

EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ___. 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ___. 500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ___. 235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ___. 230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and UCSF Benioff Children's Hosp Oakland, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Bertram Lubin

By (Signature): Bertram Lubin

Print Name: BERTRAM LUBIN, MD

Title: PRESIDENT & CEO

COMMUNITY BASED ORGANIZATION **Master Contract Exhibit A and B Coversheet**

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 30258 Board PO #: PHSVC- 8358
 Business Unit #: PHSVC Master Contract #: 900168 Procurement Contract #: 9884 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$22,252	\$137,692
Procurement Contract Begins 3/1/2014 To 2/28/2015						Contract Maximum	\$137,692

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **East Bay Community Law Center (aka Berkeley Comm L.C.)**

Contractor Address: 2921 Adeline Street BOS District:
 Berkeley, CA 94703

Remittance Address: Same as above Location Number: 001

Contractor Telephone #: (510) 548-4040

Federal Tax ID#: 94-3042565

Contractor Contact Person: Tirien A. Steinbach

Telephone #: (510) 548-4040

Contract Service Category: Legal Services

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed **\$11,474.33** without written approval by
 OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$38,480	\$115,440	\$137,692		
Exhibit #					
Amount of Encumbrance	\$38,480	\$76,960	\$22,252		
File Date			9/9/14		
File/Item #			18129446E		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:	Federal/CFDA #: 93-914	State	County
	\$137,692	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 10/9/14
 By: [Signature]
 Name: Muntu Davis, M.D., M.P.H.
 Title: Director and Health Officer

CONTRACTOR: Date: 9/15/14
 By: [Signature]
 Name: Tirien A. Steinbach
 Title: Executive Director

(sh)c:\access\Signature Coversheet FY1

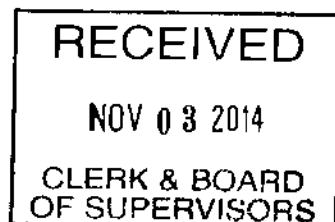


EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **East Bay Community Law Center (aka Berkeley Comm L.C.)**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

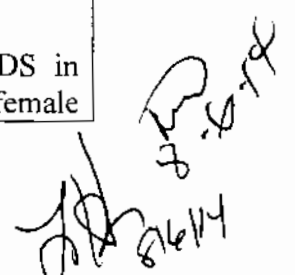
Master Contract No: **900168**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category: **Legal Services**

RYAN WHITE PART A
Program Description 2014-2015

Agency Name: East Bay Community Law Center
Mailing Address: 2921 Adeline Street, Berkeley, CA 94703
DEDICATED STAFF
Program Contact Person (primary): Sheila Hall Phone Number (direct line): (510) 548-4040, ext. 329 Fax Number: (510) 845-2305 FTE: 40%
Program Contact Person (alternate): Martha Brown Phone Number (direct line): (510) 269-6630 Fax Number: (510) 548-2566 FTE: 1.8%
PROGRAM INFORMATION
Service Category: Legal Services
Region Served: Alameda County x North x South x East x West
Amount of Ryan White: \$137,692
Total Program Budget (for EBCLC's Health Practice) \$385,520
PROGRAM SUMMARY
<p><i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i></p> <p style="text-align: center;">*****</p> <p>The East Bay Community Law Center is a non-profit law office providing free legal assistance to low-income residents of Alameda County. The HIV/AIDS Law Project delivers comprehensive civil legal services to people living with HIV/AIDS. With deep collaborative relationships at key access points in the health care system and longstanding success in reaching the most vulnerable and at-risk clients, EBCLC's legal services continue to reduce barriers to primary medical care and increase adherence to medical treatment for people living with HIV and AIDS. We accomplish this by providing legal services aimed at reducing the barriers to care created by lack of a stable income, homelessness, living in sub-standard housing, inadequate or non-existent health insurance, and other stressful living conditions.</p> <p>By February 28, 2015, the Project will provide 12,500 units of service to at least 225 unduplicated clients, including advice, assistance, and representation with the following HIV-related legal matters: 1) disability and health insurance benefits (SDI, SSI, SSDI, MediCal, and private health/disability benefits); 2) public benefits (Cal Works, General Assistance, Food Stamps, etc); 3) housing law (eviction defense, habitability, Section 8, discrimination, etc.); 3) immigration law (asylum, adjustment of status, naturalization, family petitions, U-visa petitions, etc.); 4) discrimination; 5) future planning (advanced health care directives, wills); and 6) referrals after legal assessment to private and/or pro bono counsel for assistance in other matters.</p> <p>Our target population includes all low-income people living with HIV/AIDS in Alameda County, but we conduct specific outreach to women (including male to female</p>


 8/6/14

transgender individuals), Latino and African-American MSM (through trainings at HIV support groups), adolescents and children living with HIV (through our participation in the Family Care Network), and to the Asian Pacific Islander community. Also, our HIV/AIDS Immigration Project targets the needs of members of the immigrant community living with HIV in Alameda and Contra Costa counties. We reach most of our clients through linkages to other AIDS service providers, with whom we have a long history of close cooperation.

One of our desired outcomes is that 90% of clients receive legal services that increase stability in housing, health insurance, immigration status, income, and other areas. Another desired outcome is that 90% of our clients establish and/or maintain ongoing connections to primary care, defined as having at least two visits with a primary care provider in a 12 month period. In addition to direct client services, EBCLC will hold at least two trainings for Alameda County PLWHA. As a result of attending these trainings, 80% or more of PLWHA will report increased understanding of their legal rights.

Hours and Sites of Operation:

Service Category	Service Site	Days	Hours
Legal Services	EBCLC 2921 Adeline Street Berkeley, CA	Monday thru Friday	9 am – 5 pm
Legal Services	Home/Hospital visits	As Needed	As Needed
Legal Services	Eviction Pro Per Clinic at Rene C. Davidson Courthouse 1225 Fallon Street Oakland, CA	Tuesdays	9:30 am – 12:30 pm
Legal Services	Tenants Rights Workshops at EBCLC Satellite Office 3130 Shattuck Avenue Berkeley, CA	Mondays	6 – 8 pm
Legal Services	Worker's Rights Clinic at EBCLC Satellite Office 3130 Shattuck Avenue Berkeley, CA	Thursdays (twice a month in Summer)	6:30 - 8 pm

R. G. 6-14

1. MAIN PROGRAM GOAL: To facilitate, enhance, support or sustain the delivery, continuity or benefits of primary care health services for low-income people living with HIV in Alameda County through the provision of legal services and client advocacy.

2. Service Category: Client Advocacy /Legal
Units of Service: 12,500 (15 minutes = 1 unit of service)
UDC: 225

(DA=Director of Admin.; DP=Director of Progs.; UD=Unit Director ; SA= Staff Attorney; LS=Law Student; CM=Contracts Manager; SS=Support Staff)

3. Program Indicators:

- % of clients who receive legal services that increase stability in income, housing, health insurance and/or other areas.
- % of clients who establish or maintain on-going connection to primary care (at least two visits per year)
- % of PLWHA reporting increased knowledge of legal rights on post-training surveys

OUTCOME OBJECTIVES	PROCESS OBJECTIVES (Minimum of 3 for each outcome objective - listed in order of importance)	TIMELINE	LEAD ROLE	DATA SOURCE
OO#1: By 2/28/15, at least 90% of EBCLC's eligible PLWHA clients will receive legal services that promote stabilization of income, housing, health insurance coverage, immigration status, and other areas.		3/1/14 - 2/28/15	UD; SA, LS, SS	
	PO#1: Between 3/1/14 and 2/28/15, EBCLC attorneys and law students will 1) conduct initial eligibility screenings of all potential clients; 2) conduct legal assessments of eligible clients to identify barriers to care; and 3) provide legal services aimed at reducing identified barriers to primary care, including public/private disability and health insurance advocacy; eviction defense, permanency planning, immigration, and drafting wills and advance health care directives.	3/1/14 - 2/28/15	UD; SA, LS, SS	Documentation of HIV status, income and residency in case files; Intake Forms; Legal Assessment forms; Case Outcome Data; Intake, Update and Closing memos; Progress Notes; other documentation in client file

	PO#2: Between 3/1/14 and 2/28/15, EBCLC attorneys and law students will meet with supervisors on regular basis to report on progress and quality of work performed on behalf of clients.	3/1/14 - 2/28/15	DA; DP; UD; SA; LS	Update Memos, Progress Notes, Student Performance Evaluations; other documentation in client file
	PO#3: Between 3/1/14 to 2/28/15, EBCLC attorneys will review and close client files upon completion of legal assistance, inputting outcomes related to connection to primary care, stabilization of income, housing, access to health care, etc.	3/1/14 - 2/28/15	UD; SA; LS; SS	Legal Assessment Forms; Progress Notes; Case outcome data; other documentation in client files
OO#2: By 2/28/2015, at least 90% of EBCLC's eligible clients will have established or maintained on-going connections to primary care (defined as having at least two visits with primary care provider in 12 month period).		3/1/14 - 2/28/15	UD; SA; LS	
	PO#1: Between 3/1/14 and 2/28/15, EBCLC staff and law students will ask each eligible client at intake interview if he/she is receiving primary care services on a regular basis, making appropriate referrals to primary care providers where necessary.	3/1/14 - 2/28/15	UD; SA ; LS	Intake Forms; Legal Assessment Forms; Intake, Update and Closing Memos; Progress Notes and other documentation in client file.
	PO#2: Between 3/1/14 and 2/28/15, EBCLC attorneys and law students will monitor primary care status of clients on regular basis while case file is open.	3/1/14 - 2/28/15	UD; SA, LS	Update memos, Progress Notes and other documentation in client file
	PO#3: Between 3/1/14 to 2/28/15, EBCLC attorneys and law students will document the primary care status of eligible clients when closing the case file.	3/1/14 - 2/28/15	UD; SA, LS	Closing memos; Progress Notes; Case outcome data; other documentation in client file.
OO#3: By 2/28/2015, at least 80% of PLWHA completing post-training surveys will report increased understanding of their legal rights as a result of attending legal training offered by EBCLC attorneys or law students.		3/1/14 - 2/28/15	UD, SA, LS,	

	PO#1: Between 3/1/14 and 2/28/15, EBCLC attorneys will schedule and promote at least two legal trainings at locations convenient to PLWHA; subjects of trainings to be determined.	3/1/14 - 2/28/15	UD, SA, LS,	Copies of promotional flyers regarding scheduled legal trainings for PLWHA.
	PO#2: Between 3/1/14 and 2/28/15, EBCLC attorneys or law students will conduct as least two legal trainings for PLWHA; subject of trainings to be determined.	3/1/14 - 2/28/15	UD, SA, LS	Sign-in sheet circulated to PLWHA who attended legal trainings.
	PO#3: Between 3/1/14 and 2/28/15, EBCLC will conduct post-training surveys of PLWHA to determine the percentage reporting increased understanding of their legal rights as a result of attending a legal training provided by EBCLC attorneys or law students.	3/1/14 - 2/28/15	UD; SA, LS	Post-training surveys distributed to PLWHA who attended legal trainings.





OFFICE OF AIDS ADMINISTRATION
Ryan White Program Requirements
FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year.
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of the current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. **Proof of HIV status**
2. **Proof of Residence (not immigration status)**
3. **Proof of Income**
4. **Proof of Insurance Status**

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of Administrative Personnel, Operating Expenses, and Indirect Cost which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list; which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubs/forms/forms/ChildForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st - September 31 st	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION**Ryan White Program Requirements****Care & Treatment Contractors**

FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "*last resort*," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing **LabTracker** must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

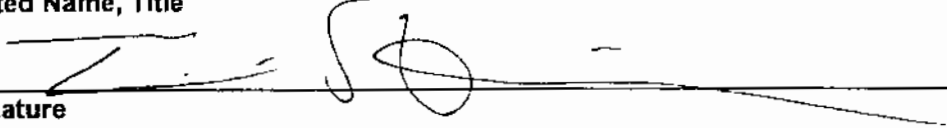
- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

East Bay Community Law Center
Agency Name

Timon Steinbach, Executive Director
Printed Name, Title


Signature

4/1/14
Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

East Bay Community Law Center
AGENCY

[Signature]
EXECUTIVE DIRECTOR

4/1/14
DATE

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

EBCLC
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **East Bay Community Law Center (aka Berkeley Comm L.C.)**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900168**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

Program Budget

East Bay Community Law Center
March 01, 2014 - February 28, 2015
Legal Services

		Annual		# of			
A. PERSONNEL		Salary	FTE	Months	Direct	Indirect	Total
	Director of Finance & Admin (Brown)	90,965	2%	12	0	1,674	1,674
	Director of Programs (Della-Piana)	80,000	2%	12	0	1,600	1,600
	Practice Director (Hall)	81,575	40%	12	32,630	0	32,630
	Practice Director (Tam)	75,385	30%	8	15,077	0	15,077
	Staff Attorney (Galbreth)	65,688	35%	12	22,991	0	22,991
	Staff Attorney (Le)	50,000	40%	12	20,000	0	20,000
	Staff Attorney (Valdez)	50,000	25%	12	12,333	0	12,333
	Admin Manager (Zanni)	51,500	3%	12	0	1,545	1,545
	Contracts Manager (Flores)	51,365	2%	8	0	685	685
				Subtotal Personnel	103,031	5,504	108,535
B. FRINGE BENEFITS							
	Payroll Taxes @ 7.65%				7,882	421	8,303
	Other Fringe Benefits @ 20%				16,606	1,101	17,707
				Personnel & Fringe Total	127,519	7,025	134,545
C. OPERATING							
	Equipment Lease				0	987	987
	Supplies				0	960	960
				Operating Total	0	1,947	1,947
D. OTHER OPERATING EXPENSES							
	Accounting				0	1,200	1,200
				Other Operating Expenses Total	0	1,200	1,200
E. TOTAL BUDGET					127,519	10,172	137,692
*Indirect/Administration Portion of Budget is not to exceed 10% of total budget							

Handwritten signatures and dates:
 8/6/14
 8/7/14
 8/16/14

East Bay Community Law Center
March 1, 2014 - February 28, 2015 ✓
Legal Services

A. PERSONNEL

\$108,535

Director of Finance & Administration (1 position, .018 FTE, 12 months) \$1,674
Provides overall agency and financial management; directly supervises Admin and Contracts Managers in relation to program reporting; coordinates financial reporting and invoicing with outside bookkeeper; coordinates with Alameda County Office of AIDS Program Staff in response to audit needs and program compliance.

Director of Programs (1 position, .02 FTE, 12 months) \$1,600
Provides overall agency and program management; directly supervises Directing Attorney in relation to program objectives, client services and clinical training.

Practice Director, Health (1 position, .40 FTE, 12 months) \$32,630
Ensures compliance with contractual requirements and program objectives; supervises the Health Staff Attorneys; oversees the recruitment, training and supervision of law student interns who provide client services; provides direct services to clients.

Practice Director, Immigration (1 position, .30 FTE, 8 months) \$15,077
Supervises the Immigration Staff Attorney; oversees the recruitment, training and supervision of law student interns who provide client services; provides direct services to clients.

Staff Attorneys (3 positions: .35 FTE for 12 months, .40 FTE for 12 months, and .25 FTE for 12 months) \$55,324
Provide direct services to clients and assist with the recruitment, training and supervision of law student interns who also provide client services. Provide data collection and data entry for client case management.

Admin Manager (1 position, .03 FTE, 12 months) \$1,545
Provides data entry of program service information into ARIES database; closes cases in EBCLC database; oversees storage of case files and other program support services.

Contracts Manager (1 position, .02 FTE, 8 months) \$685
Ensures compliance with monthly program reporting requirements, including data collection and data entry in ARIES database.

B. FRINGE BENEFITS

\$26,010

[Handwritten signatures and initials]
8/6/14
J.B. 14

A rate of 7.65% for payroll taxes (Social Security and Medicare) applied to all salaries and 20% for medical and other insurances applied to salaries for those staff enrolled in these benefit options.

C. OPERATING EXPENSES

\$1,947

Equipment Lease covers the program's proportional share of EBCLC's lease for copiers and postage meters. \$987

Supplies includes the proportional costs for consummable supplies required to conduct the business of the program, including paper, folders, binders, pens, etc. \$960

D. OTHER OPERATING EXPENSES

\$1,200

Accounting covers the expense associated with EBCLC's outside bookkeeper who is responsible for the program's monthly financial reporting and invoicing. \$1,200

E. TOTAL BUDGET

\$137,692

II. TERMS AND CONDITIONS OF PAYMENT

1. Contractor shall use the following procedures in billing County for services rendered under this contract.
 - a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
 - b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
 - c. Reimbursement for all services shall not exceed \$11,474.33 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.
2. Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.
3. Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.
4. In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$11,474.33 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.
5. Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$137,692.00 allocated by the County under this contract.
6. a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.
- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost ~~once~~per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

7. Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	



CERTIFICATE OF LIABILITY INSURANCE

EASTB-3

OP ID: SE

DATE (MM/DD/YYYY)

10/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Farallone Pacific Insurance Services, License# 0F84441 859 Diablo Avenue Novato, CA 94947 Daniel J. Costello		Phone: 415-493-2500 Fax: 415-493-2505		CONTACT NAME: PHONE (A/C, No, Ext): EMAIL: ADDRESS:	
				INSURER(S) AFFORDING COVERAGE NAIC #	
				INSURER A: NIAC	
				INSURER B:	
				INSURER C:	
				INSURER D:	
				INSURER E:	
				INSURER F:	

INSURED **East Bay Community Law**
2921 Adeline Street
Berkeley, CA 94703

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liq Liab 1000000 GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	2013-28740-NPO	10/20/2013	10/20/2014
						EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MFD EXP (Any one person) \$ 20,000
						PERSONAL & ADV INJURY \$ EXCLUDED
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
AUTOMOBILE LIABILITY						
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	2013-28740-NPO	10/20/2013	10/20/2014
						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
A	<input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000	X	X	2013-28740-UMB-NPO	10/20/2013	10/20/2014
						EACH OCCURRENCE \$ 1,000,000
						AGGREGATE \$ 1,000,000
						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						N/A
						WC STATUTORY LIMITS OTHER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Director & Officer EPL			2013-28740A-DO-NPO	10/20/2013	10/20/2014
						Limit 1,000,000
						Shared

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Count of Alameda, office of aids, its board of supervisors, the individual member thereof and all county officers, agents, employees and representatives are included as additional insureds but only as respects operations of the named insured under written contract and per form #CG 20 26 07 04 attached

CERTIFICATE HOLDER GGALA-1 Alameda County Office of Aids 1000 Broadway #310 Oakland, CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: 2013-28740-NPO

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

11/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CalNonprofits Insurance Svcs P.O. Box 640 Capitola, CA 95010 Coryn Gardiner	Phone: 888-427-5222 Fax: 831-462-8529	CONTACT NAME: Coryn Gardiner PHONE (A/C, No, Ext): 831-824-5017 FAX (A/C, No): 831-824-5057 E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: NY Marine & General Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 16608
INSURED East Bay Community Law Center 2921 Adeline Street Berkeley, CA 94703				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC201300000423	11/01/2013	11/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Alameda County Public Health S
Office of AIDS Administration
1000 Broadway, Suite 310
Oakland, CA 94607-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Coryn Gardiner

EXHIBIT D
AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ____ 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ____ 500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ____ 235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ____ 230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and East Bay Community Law Center, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.
- VI. **INDIVIDUAL CONTROL OVER PHI**
- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: East Bay Community Law Center

By (Signature): Martha Brown

Print Name: Martha Brown

Title: Director of Finance and Administration

COMMUNITY BASED ORGANIZATION **Master Contract Exhibit A and B Coversheet**

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 34548 Board PO #: PHSVC- 8537
 Business Unit #: PHSVC Master Contract #: 900 Procurement Contract #: 10381 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$43,508	\$217,230
Procurement Contract Begins 6/1/2014 To 2/28/2015 Contract Maximum							\$217,230

Period of Funding: From 6/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **Cardea Services**

Contractor Address: 614 Grand Avenue, Suite 400 BOS District:
 Oakland, CA 94610

Remittance Address: Same as above Location Number: 001

Contractor Telephone #: (510) 835-3700 Federal Tax ID#: 94-2401949

Contractor Contact Person: Patricia Blackburn Telephone #: (510) 835-3700

Contract Service Category: \$ 74,500 Emergency Fin. Asst.-Food Vouchers (\$ 7,389/67,111)
 \$ 33,115 Emergency Fin. Asst.-Utilities (\$ 2,151/\$ 30,964)
 \$ 109,615 Housing - Emergency Assistance (\$ 9,762/\$ 99,853)
 \$ 217,230

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed **\$18,102.50** without written approval by
 OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$19,302	\$173,722	\$217,230		
Exhibit #					
Amount of Encumbrance	\$19,302	\$154,420	\$43,508		
File Date			9/9/14		
File/Item #			18/29446E		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:	Federal/CFDA # : 93-914	State	County
	\$217,230	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 10/9/14

By: [Signature]

Name: Muntu Davis, M.D., M.P.H.

Title: Director and Health Officer

CONTRACTOR: Date: 9/8/14

By: [Signature]

Name: Patricia Blackburn

Title: Executive Director

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**CLERK & BOARD
 OF SUPERVISORS**

Exhibit #

EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **Cardea Services**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **6/1/2014 through 2/28/2015**

Master Contract No: **900**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-09

1. Contracted Services: **HIV/AIDS Service**
2. Service Category:
- | | |
|------------|--|
| \$ 74,500 | Emergency Fin. Asst.-Food Vouchers (\$ 7,389/67,111) |
| \$ 33,115 | Emergency Fin. Asst.-Utilities (\$ 2,151/\$ 30,964) |
| \$ 109,615 | Housing - Emergency Assistance (\$ 9,762/\$ 99,853) |
| <hr/> | |
| \$ 217,230 | |



**Office of AIDS Administration
Program Description - FY 2014- 2015
(March 1, 2014 –Feb 28, 2015)
Part A - Food**

AGENCY INFORMATION			
Agency Name: Cardea Services			
Mailing Address:	614 Grand Ave Suite 400	City: Oakland	Zip: 94610
Main Phone Number:	510 835-3700	Main Fax Number:	510-625-9307
Agency / Program Web Site: www.cardeaservices.org			
DEDICATED PROGRAM STAFF			
Primary Contact :	Gracie Askew	Alternate Contact:	April Pace
Phone Number (direct):	510-835-3700 X116	Phone Number (direct):	510-835-3700
Fax Number:	510-625-9307	Fax Number:	510-625-9307
Email Address:	askew@cardeaservices.org	Email Address	april@cardeaservices.org
FTE:		FTE:	
PROGRAM INFORMATION			
Service Category:	Food		
Alameda County Region(s) Served :	<input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South <input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West		
Amount of Ryan White Funds:	\$66,500 Food	Total Program Budget:	\$ 66,500 Food
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment	X	2	3 4
Amended RW Funds	\$8,000	Revised Budget	\$74,500 /
PROGRAM SUMMARY			
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i>			

Cardea Services through its Direct Financial Assistance Program will assist in providing emergency FOOD VOUCHERS to people living with HIV/AIDS in Alameda County Specifically we will:

1. Develop procedures and forms to be used by case managers when requesting funding for food vouchers.
2. Set-up and operate a system for monitoring and tracking request for funds that are submitted from case managers for their clients
3. Set- up and utilize procedures and a system for disbursement and tracking of FOOD VOUCHERS provided directly to clients in need.
4. Create and use a process of notifying case managers of payments.
5. Provide on-going assistance to problem-solve issues for case manager and/or clients regarding emergency funds distribution. (as needed)
6. Create and distribute reports of emergency fund utilization as needed.

PROGRAM SUMMARY continued

7. Work with Alameda County Office of AIDS to meet all funding requirements

003

8-7-14
8/6/14

March 1, 2014-February 28, 2015

Food Part A

CONTRACTOR:		Cardea Services	SERVICE CATEGORY:		Food (\$66,500)			
MAIN PROGRAM GOAL:		Monitoring and disbursement of emergency funds to people living with HIV/AIDS in Alameda County to prevent termination of housing utility services and food vouchers.						
INDICATORS:	<u>Service Priority Name: Emergency Financial Asst (Food)</u> <ul style="list-style-type: none">• Clients will have a medical visit with an HIV specialist every 6 months: Benchmark 90%• Clients will be provided with other community food/financial resources: Benchmark 85%				UDC	Food 112		
					USO	Food 224	Amended UDC – 127 UOS - 254	
OUTCOME OBJECTIVES		PROCESS OBJECTIVES			TIMELINE	STAFF	EVALUATION	
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>			<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>	<i>How will objectives attainment be tracked?</i>	
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1			TIMELINE	STAFF	EVALUATION	
Monitor and track request for emergency funds		1	Develop procedures to be used by case managers when requesting funding for housing, utilities and food vouchers.		June 2014	Program Manager Prog. Coord.	Written protocol developed	
		2	Develop form(s) to be used by case managers when requesting funding for housing, utilities and food vouchers.		June 2014	Program Manager	Form completed and finalized with OAA	
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2			TIMELINE	STAFF	EVALUATION	
Disburse and track funds provided for housing, utilities and food vouchers		1	Create internal procedures for disbursement of funds directly to landlords and/or utility companies		June 2014	Program Manager Acct. Clerk CEO	Written protocol developed	
		2	Create internal procedures for disbursement of funds directly to case manager for food vouchers		June 2014	Program Manager Acct Clerk/CEO	Written protocol developed	
		3	Create and maintain internal computer tracking system for disbursed funds to landlords, utility companies, and case managers or clients for food vouchers		June 2014 On-going	Program Manager	Tracking program created	

OAA SCOPE OF WORK (SOW) FY 2014- 2015

March 1, 2014-February 28, 2015

Food Part A

	4	Process checks to landlords and/or utility companies and food vouchers.	Ongoing	Program Manager Accounting Clerk	Checks processed
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3	TIMELINE	STAFF	EVALUATION
Provide reports, on-going assistance and analysis of funds requested and disbursed.	1	Report to Office of AIDS on funds spent	6-month and Year-end	Program Manager	Quarterly report
	2	Provide on-going assistance to problem-solve issues for case manager that arise in requesting funds	As needed	Program Manager	Quarterly report
	3	Monthly invoices to OAA	Monthly	Accounting Clerk Program Manager	Monthly

005

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8/6/14



**Office of AIDS Administration
Program Description - FY 2014- 2015
(March 1, 2014 –Feb 28, 2015)
Part A - Utilities**

AGENCY INFORMATION			
Agency Name:	Cardea Services		
Mailing Address:	614 Grand Ave Suite 400	City:	Oakland
		Zip:	94610
Main Phone Number:	510 835-3700	Main Fax Number:	510-625-9307
Agency / Program Web Site:	www.cardeaservices.org		
DEDICATED PROGRAM STAFF			
Primary Contact :	Gracie Askew	Alternate Contact:	April Pace
Phone Number (direct):	510-835-3700 X116	Phone Number (direct):	510-835-3700
Fax Number:	510-625-9307	Fax Number:	510-625-9307
Email Address:	askew@cardeaservi ces.org	Email Address	april@cardeaservices.org
FTE:		FTE:	
PROGRAM INFORMATION			
Service Category:	Utilities		
Alameda County Region(s) Served :	<input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South <input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West		
Amount of Ryan White Funds:	\$19,361 Utilities,	Total Program Budget:	\$19,361
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment	X	2	3
	4	Amended RW Funds	\$13,754
		Revised Budget	\$33,115 ✓
PROGRAM SUMMARY			
Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation. *****			

Cardea Services through its Direct Financial Assistance Program will assist in providing emergency funds for UTILITIES to people living with HIV/AIDS in Alameda County to prevent termination of utility services. Specifically we will:

1. Develop procedures and forms to be used by case managers when requesting funding for utilities.
2. Set-up and operate a system for monitoring and tracking request for funds that are submitted from case managers for their clients
3. Set- up and utilize procedures and a system for disbursement and tracking of funds that are provided directly to utility companies.
4. Create and use a process of notifying case managers of payments.
5. Provide on-going assistance to problem-solve issues for case manager and/or clients regarding emergency funds distribution. (as needed)
6. Create and distribute reports of emergency fund utilization as needed.

PROGRAM SUMMARY continued

7. Work with Alameda County Office of AIDS to meet all funding requirements

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UAA SCOPE OF WORK (SOW) FY 2014- 2015

March 1, 2014-February 28, 2015

Part A Utilities

CONTRACTOR:		Cardea Services	SERVICE CATEGORY:	Utilities (\$19,361)			
MAIN PROGRAM GOAL:		Monitoring and disbursement of emergency funds to people living with HIV/AIDS in Alameda County to prevent termination of housing utility services and food vouchers.					
INDICATORS:		Service Priority Name: Emergency Financial Asst (Utilities) <ul style="list-style-type: none">• Clients will have a medical visit with an HIV specialist every 6 months: Benchmark 90%• Clients will be provided with other/financial resources towards utilities: Benchmark 85%			UDC	Utilities 133	Amended UDC
					USO	Utilities 266	Utilities - 59 UOS Utilities - 117
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF		EVALUATION
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>		<i>How will objectives attainment be tracked?</i>
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF		EVALUATION
Monitor and track request for emergency funds		1	Develop procedures to be used by case managers when requesting funding for housing, utilities and food vouchers.	June 2014	Program Manager Prog. Coord.		Written protocol developed
		2	Develop form(s) to be used by case managers when requesting funding for housing, utilities and food vouchers.	June 2014	Program Manager		Form completed and finalized with OAA
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF		EVALUATION
Disburse and track funds provided for housing, utilities and food vouchers		1	Create internal procedures for disbursement of funds directly to landlords and/or utility companies	June 2014	Program Manager Acct. Clerk CEO		Written protocol developed
		2	Create internal procedures for disbursement of funds directly to case manager for food vouchers	June 2014	Program Manager Acct Clerk/CEO		Written protocol developed

OAA SCOPE OF WORK (SOW) FY 2014- 2015

March 1, 2014-February 28, 2015

Part A Utilities

	3	Create and maintain internal computer tracking system for disbursed funds to landlords, utility companies, and case managers or clients for food vouchers	June 2014 On-going	Program Manager	Tracking program created
	4	Process checks to landlords and/or utility companies and food vouchers.	Ongoing	Program Manager Accounting Clerk	Checks processed
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3	TIMELINE	STAFF	EVALUATION
Provide reports, on-going assistance and analysis of funds requested and disbursed.	1	Report to Office of AIDS on funds spent	6-month and Year-end	Program Manager	Quarterly report
	2	Provide on-going assistance to problem-solve issues for ease manager that arise in requesting funds	As needed	Program Manager	Quarterly report
	3	Monthly invoices to OAA	Monthly	Accounting Clerk Program Manager	Monthly

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**Office of AIDS Administration
Program Description - FY 2014- 2015
(March 1, 2014 -Feb 28, 2015)
Part A Housing,**

AGENCY INFORMATION			
Agency Name: Cardea Services			
Mailing Address: 614 Grand Ave Suite 400		City: Oakland	Zip: 94610
Main Phone Number: 510-835-3700		Main Fax Number: 510-625-9307	
Agency / Program Web Site: www.cardeaservices.org			
DEDICATED PROGRAM STAFF			
Primary Contact : Gracie Askew		Alternate Contact: April Pace	
Phone Number (direct): 510-835-3700 X116		Phone Number (direct): 510-835-3700	
Fax Number: 510-625-9307		Fax Number: 510-625-9307	
Email Address: askew@cardeaservices.org		Email Address: april@cardeaservices.org	
FTE:		FTE:	
PROGRAM INFORMATION			
Service Category: Housing			
Alameda County Region(s) Served : <input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South <input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West			
Amount of Ryan White Funds: \$87,861		Total Program Budget: \$87,861	
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment	X	2	3
Amended RW Funds	\$21,754	Revised Budget	\$109,615
PROGRAM SUMMARY			
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation</i>			

Cardea Services through its Direct Financial Assistance Program will assist in providing emergency funds to people living with HIV/AIDS in Alameda County to prevent housing termination.

1. Develop procedures and forms to be used by case managers when requesting funding for housing vouchers.
2. Set-up and operate a system for monitoring and tracking request for funds that are submitted from case managers for their clients
3. Set- up and utilize procedures and a system for disbursement and tracking of funds that are provided directly to landlords.
4. Create and use a process of notifying case managers of payments.
5. Provide on-going assistance to problem-solve issues for case manager and/or clients regarding emergency funds distribution. (as needed)
6. Create and distribute reports of emergency fund utilization as needed.

PROGRAM SUMMARY continued

7. Work with Alameda County Office of AIDS to meet all funding requirements

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March 1, 2014-February 28, 2015

Housing -Part A

CONTRACTOR:		Cardea Services	SERVICE CATEGORY:	HOUSING (\$87,861)			
MAIN PROGRAM GOAL:		Monitoring and disbursement of emergency funds to people living with HIV/AIDS in Alameda County to prevent termination of housing utility services and food vouchers.					
INDICATORS:	Service Priority Name: Housing Assistance <ul style="list-style-type: none">• Clients will have a medical visit with an HIV specialist every 6 months: Benchmark 95%• Clients will be linked to stable/affordable housing: Benchmark 90%			UDC	Housing 44	Amended UDC – Housing 54	
				USO	Housing 88	USO Housing 109	
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF	EVALUATION	
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>	<i>How will objectives attainment be tracked?</i>	
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF	EVALUATION	
Monitor and track request for emergency funds		1	Develop procedures to be used by case managers when requesting funding for housing, utilities and food vouchers.	June 2014	Program Manager Prog. Coord.	Written protocol developed	
		2	Develop form(s) to be used by case managers when requesting funding for housing, utilities and food vouchers.	June 2014	Program Manager	Form completed and finalized with OAA	
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF	EVALUATION	
Disburse and track funds provided for housing, utilities and food vouchers		1	Create internal procedures for disbursement of funds directly to landlords and/or utility companies	June 2014	Program Manager Acct. Clerk CEO	Written protocol developed	
		2	Create internal procedures for disbursement of funds directly to case manager for food vouchers	June 2014	Program Manager Acct Clerk/CEO	Written protocol developed	
		3	Create and maintain internal computer tracking system for disbursed funds to landlords, utility companies, and case managers or clients for food vouchers	June 2014 On-going	Program Manager	Tracking program created	

OAA SCOPE OF WORK (SOW) FY 2014- 2015

March 1, 2014-February 28, 2015

Housing -Part A

	4	Process checks to landlords and/or utility companies and food vouchers.	Ongoing	Program Manager Accounting Clerk	Checks processed
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3	TIMELINE	STAFF	EVALUATION
Provide reports, on-going assistance and analysis of funds requested and disbursed.	1	Report to Office of AIDS on funds spent	6-month and Year-end	Program Manager	Quarterly report
	2	Provide on-going assistance to problem-solve issues for case manager that arise in requesting funds	As needed	Program Manager	Quarterly report
	3	Monthly invoices to OAA	Monthly	Accounting Clerk Program Manager	Monthly

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OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

I. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year.
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of the current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received.

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. Proof of HIV status
2. Proof of Residence (not immigration status)
3. Proof of Income
4. Proof of Insurance Status

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of Administrative Personnel, Operating Expenses, and Indirect Cost which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list; which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubsforms/forms/CtrldForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st – September 30 th	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

**Ryan White Program Requirements
Care & Treatment Contractors
FY 2014 - 2015**

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "last resort," with all other funding sources exhausted before using any Ryan White funds.

**TABLE 1
Required Eligibility Documentation**

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing **LabTracker** must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

Carden Services

Agency Name

PATRICIA A. BLACKBURN, Executive Director

Printed Name, Title

Patricia A. Blackburn

Signature

May 2, 2014

Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

Carden Services
AGENCY

Patricia A. Blackburn, Patrice A. Blackburn
EXECUTIVE DIRECTOR

May 2, 2014
DATE

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

CARDEA
15-4333-09

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **Cardea Services**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **6/1/2014 through 2/28/2015**

Master Contract No: **900**

Exhibit No:

Board PO No: **PHSVC -**

15-4333-09

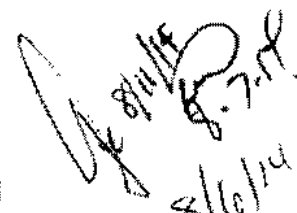
I. BUDGET

- A. Budget Detail
- B. Budget Justification
- C. Fee Schedule (Applicable to Fee-for-Service Programs Only)

II. TERMS AND CONDITIONS OF PAYMENT

Budget Detail - Part A - Food
June 1, 2014 - February 28, 2015
Subcontract: Cardea Services

1. PERSONNEL (Salary & Fringe Benefits)								\$ 9,644
Position Title	Salary			Fringe Benefits			Indirect	
	Annual Salary	No. of Mos.	Time (FTE)	Total	%	Total	Amount Requested	Amount Requested
Training /TA Manager (Gracie Askew)	\$66,546	9	8.25%	\$ 4,118	35%	\$ 1,441	\$ 5,559	
Senior Acct. Clerk - Helen Horn	\$56,865	9	4.00%	\$ 1,706	35%	\$ 597		\$ 2,303
President/CEO (April Pace)	\$117,303	9	1.50%	\$ 1,320	35%	\$ 462		\$ 1,782
Total Direct Salaries & Fringe				\$ 4,118		\$ 1,441	\$ 5,559	\$ 4,085
				\$7,143				
2. OPERATING EXPENSES							\$ 63,422	\$ -
1. Local Transportation							\$ 97	\$ -
2. Client Food vouchers							\$63,325	
3. CAPITAL EXPENDITURES - None								\$ -
4. OTHER COSTS							\$ -	\$1,434
1. Supplies								\$ 177
2. Office and Equipment Rental								\$ 1,103
3. Telephone & Internet Expenses								\$ 154
TOTAL							\$ 68,981	\$ 5,519
								\$ 74,500


 8/14/14
 8/6/14

**Cardea Services
Budget Justification
Emergency Funds – Part A - Food**

Budget period – June 1, 2014 – February 28, 2015

Salaries and Wages **\$7,144**

Program Manager – Gracie Askew **\$ 4,118**

66,546/year x 8.25% for 9 months

This position will oversee all aspects of the project, tracks and documents requests from case managers and fund disbursement. Maintains communication with case managers and clients.

Senior Accounting Clerk – Helen Hom (Indirect) **\$1,706**

\$56,865/year x 4% for 9 months

This position will document payment requests in the financial system, write and send checks for all expenses and process payroll and develop monthly invoices.

President/CEO – April Pace (Indirect) **\$ 1,320**

\$117,303 x 1.5% x 9 months

This position supervises staff and assures that all processes and procedures are compliant with contract requirements.

Fringe Benefits **\$2,500**

The fringe rate of 35% is calculated on salaries only. The fringe rate consists of:

PTO (includes vacation and sick leave accrual)	10%
FICA	8.5%
FUTA/SUTA	.5%
W/Comp	1%
Medical Insurance	14%
401 K Contribution	1%
Total	35%

Note: PTO is expensed to the project when accrued and the salary line item is not charged when PTO is used by employees, consequently all budgeted salary dollars may not be used.

Operating Expenses **\$ 63,422**

Local Transportation - \$97

This will cover the cost of mileage and parking for project staff for meetings with case workers or meetings with Office of AIDS staff.

Food – \$ 63,325

These are funds to provide food voucher either directly to clients or case workers for clients.

Other Costs **\$ 1,434**

Supplies - \$177 (Indirect)

These expenses are for the standard office supplies required to conduct the business of the project and corporation including paper, toner, filing supplies, etc.

Office and Equipment Rental - \$1,103 (Indirect)

This covers the cost of renting office space, furniture and equipment for the project staff, the Controller and the CEO at a rate of 15% of salaries and wages.

Telephone and Internet Expenses - \$154 (Indirect)

This covers the communication costs including phone calls, internet access and website for both project and corporate staff.

Total Direct **\$ 68,981**

Total Indirect@8% of Direct **\$ 5,519**

Total Project **\$ 74,500**

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8-7-14
2/6/15

Budget Detail - Part A - Utilities
June 1, 2014 - February 28, 2015
Subcontract: Cardea Services

1. PERSONNEL (Salary & Fringe Benefits)								\$ 4,324	
Position Title	Salary			Fringe Benefits			Indirect		
	Annual Salary	No. of Mos.	Time (FTE)	Total	%	Total	Amount Requested	Amount Requested	
Training /TA Manager (Gracie Askew)	\$66,546	9	3.40%	\$ 1,697	35%	\$ 594	\$ 2,291		
Senior Acct. Clerk - Helen Hom	\$58,865	9	2.50%	\$ 1,066	35%	\$ 373		\$ 1,439	
President/CEO (April Pace)	\$117,303	9	0.50%	\$ 440	35%	\$ 154		\$ 594	
Total Direct Salaries & Fringe				\$ 1,697		\$ 594	\$ 2,291	\$ 2,033	
2. OPERATING EXPENSES							\$ 28,174	\$ -	\$ 28,174
1. Local Transportation							\$ 26	\$ -	
2. Client Utilities reimbursement							\$28,148		
3. CAPITAL EXPENDITURES - None									\$ -
4. OTHER COSTS							\$ -	\$617	\$ 617
1. Supplies								\$ 42	
2. Office and Equipment Rental								\$ 480	
3. Telephone & Internet Expenses								\$ 95	
TOTAL							\$ 30,465	\$ 2,650	\$ 33,115

8/11/14
 8-2-14
 8/6/14
 8/11/14

**Cardea Services
Budget Justification
Emergency Funds – Part A - Utilities**

Budget period – June 1, 2014 – February 28, 2015

Salaries and Wages

\$3,203

Program Manager – Gracie Askew

\$ 1,697

66,546/year x 3.4% for 9 months

This position will oversee all aspects of the project, tracks and documents requests from case managers and fund disbursement. Maintains communication with case managers and clients.

Senior Accounting Clerk – Helen Hom (Indirect)

\$1,066

\$56,865/year x 2.5% for 9 months

This position will document payment requests in the financial system, write and send checks for all expenses and process payroll and develop monthly invoices.

President/CEO – April Pace (Indirect)

\$ 440

\$117,303 x .5% x 9 months

This position supervises staff and assures that all processes and procedures are compliant with contract requirements.

Fringe Benefits

\$1,121

The fringe rate of 35% is calculated on salaries only. The fringe rate consists of:

PTO (includes vacation and sick leave accrual)	10%
FICA	8.5%
FUTA/SUTA	.5%
W/Comp	1%
Medical Insurance	14%
401 K Contribution	1%
Total	35%

Note: PTO is expensed to the project when accrued and the salary line item is not charged when PTO is used by employees, consequently all budgeted salary dollars may not be used.

Operating Expenses

\$ 28,174

Local Transportation - \$26

This will cover the cost of mileage and parking for project staff for meetings with case workers or meetings with Office of AIDS staff.

Utilities– \$ 28,148

Funds will be sent to utility companies for specific clients based on requests and documentation from case workers.

Other Costs **\$617**

Supplies - \$42 (Indirect)

These expenses are for the standard office supplies required to conduct the business of the project and corporation including paper, toner, filing supplies, etc.

Office and Equipment Rental - \$480 (Indirect)

This covers the cost of renting office space, furniture and equipment for the project staff, the Controller and the CEO at a rate of 13.5% of salaries and wages.

Telephone and Internet Expenses - \$95 (Indirect)

This covers the communication costs including phone calls, internet access and website for both project and corporate staff.

Total Direct **\$ 30,465**

Total Indirect@8% of Direct **\$ 2,650**

Total Project **\$ 33,115**

Handwritten signature and date: 8/6/14

Budget Detail - Part A - Housing
June 1, 2014 - February 28, 2015
Subcontract: Cardea Services

1. PERSONNEL (Salary & Fringe Benefits)										\$ 14,504
Position Title	Annual Salary	<u>Salary</u>		Total	<u>Fringe Benefits</u>		Total	<u>Indirect</u>		
		No. of Mos.	Time (FTE)		%			Amount Requested	Amount Requested	
Training /TA Manager (Gracie Askew)	\$66,546	9	11.35%	\$ 5,665	35%	\$	1,983	\$ 7,648		
Senior Acct. Clerk - Helen Horn	\$56,865	9	6.75%	\$ 2,879	35%	\$	1,008		\$ 3,887	
President/CEO (April Pace)	\$117,303	9	2.50%	\$ 2,199	35%	\$	770		\$ 2,969	
Total Direct Salaries & Fringe				\$ 5,665		\$	1,983	\$ 7,648	\$ 6,856	
2. OPERATING EXPENSES								\$ 93,197	\$ -	\$ 93,197
1. Local Transportation								\$ 24	\$ -	
2. Client Housing expenses								\$93,173		
3. CAPITAL EXPENDITURES - None										\$ -
4. OTHER COSTS								\$ -	\$1,914	\$ 1,914
1. Supplies									\$ 143	
2. Office and Equipment Rental									\$ 1,611	
3. Telephone & Internet Expenses									\$ 160	
TOTAL								\$ 100,845	\$ 8,770	\$ 109,615

8/11/14

8/11/14
 8-7-14
 6/1/14

**Cardea Services
Budget Justification
Emergency Funds – Part A - Housing**

Budget period – June 1, 2014 – February 28, 2015

Salaries and Wages **\$10,743**

Program Manager – Gracie Askew **\$ 5,665**

\$66,546/year x 11.35% for 9 months

This position will oversee all aspects of the project, tracks and documents requests from case managers and fund disbursement. Maintains communication with case managers and clients.

Senior Accounting Clerk – Helen Hom (Indirect) **\$2,879**

\$56,865/year x 6.75% for 9 months

This position will document payment requests in the financial system, write and send checks for all expenses and process payroll and develop monthly invoices.

President/CEO – April Pace (Indirect) **\$ 2,199**

\$117,303 x 2.5% x 9 months

This position supervises staff and assures that all processes and procedures are compliant with contract requirements.

Fringe Benefits **\$3,761**

The fringe rate of 35% is calculated on salaries only. The fringe rate consists of:

PTO (includes vacation and sick leave accrual)	10%
FICA	8.5%
FUTA/SUTA	.5%
W/Comp	1%
Medical Insurance	14%
401 K Contribution	1%
Total	35%

Note: PTO is expensed to the project when accrued and the salary line item is not charged when PTO is used by employees, consequently all budgeted salary dollars may not be used.

Operating Expenses **\$ 93,197**

Local Transportation - \$24

This will cover the cost of mileage and parking for project staff for meetings with case workers or meetings with Office of AIDS staff.

Housing - \$93,173

Funds will be sent to landlords for specific clients based on requests and documentation from case workers.

Other Costs **\$ 1,914**

Supplies - \$143 (Indirect)

These expenses are for the standard office supplies required to conduct the business of the project and corporation including paper, toner, filing supplies, etc.

Office and Equipment Rental - \$1,611 (Indirect)

This covers the cost of renting office space, furniture and equipment for the project staff, the Controller and the CEO at a rate of 13.5% of salaries and wages.

Telephone and Internet Expenses - \$160 (Indirect)

This covers the communication costs including phone calls, internet access and website for both project and corporate staff.

Total Direct **\$100,845**

Total Indirect@8% of Direct **\$ 8,770**

Total Project **\$ 109,615**

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II. TERMS AND CONDITIONS OF PAYMENT

Contractor shall use the following procedures in billing County for services rendered under this contract.

- a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
- b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
- c. Reimbursement for all services shall not exceed \$18,102.50 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.

Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.

In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$18,102.50 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.

Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$217,230.00 allocated by the County under this contract.

- a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost ~~once~~per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	



CERTIFICATE OF LIABILITY INSURANCE

OF ID: BB

DATE (MM/DD/YYYY)

07/09/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pennbrook/CAIB Insurance Svcs. License #0622553 www.pbcls.com P.O. Box 26849 San Francisco, CA 94126-6849 Ronald Brown	415-820-2200	CONTACT NAME:	
	415-394-8332	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	CARDE-4
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Cardea Services Attn.: Pat Blackburn 614 Grand Avenue Oakland, CA 94610	INSURER A: Travelers Insurance Co		39357
	INSURER B: Hartford Casualty Insurance Co		29424
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		6607756A71114	07/13/14	07/13/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMPROP AGG \$ 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			6607756A71114	07/13/14	07/13/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
A	UMBRELLA LIAB	X		CUP7081W84114	07/13/14	07/13/15	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> OEDUCTIBLE						
<input checked="" type="checkbox"/> RETENTION \$ 10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	57 WEC CV6124 EXCLUDING WA	11/07/13	11/07/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are named as an additional insured per the attached.

CERTIFICATE HOLDER**CANCELLATION**

County of Alameda
Public Health Dept.
1000 Broadway, #500
Oakland, CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: X-660-7756A711-TIL-14

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 07-09-14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHARITY FIRST – AMENDMENT OF COVERAGE – WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization (Additional Insured):

County of Alameda, its Board of Supervisors, the individual members thereof,
and all County officers, agents, employees and representatives
Public Health Department
1000 Broadway, #500
Oakland, CA 94607

Designation Of Premises (Part Leased to You)

WHO IS AN INSURED (Section II) is amended to include as an insured:

- A.** Your members and volunteers but only with respect to their liability for your activities or activities they perform on your behalf;
- B.** Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf; and
- C.** Person(s) or organization(s), whether or not shown in the Schedule above, but only with respect to their liability arising out of:
 - 1. Their financial control over you;
 - 2. Their requirements for certain performance placed upon you, as a non-profit organiza-

tion, in consideration for funding or financial contributions you receive from them;

- 3.** The ownership, maintenance or use of that part of a premises leased to you; or
- 4.** "Your work" for that insured by or for you.

As respects Part **C.3.** above, this insurance does not apply to:

- (a)** Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s); or
- (b)** Any "occurrence" which takes place after you cease to be a tenant in that premises.

EXHIBIT D
AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ____ . 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ____ .500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ____ .235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ____ .230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and CARDEA, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS


- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Cardia Services

By (Signature): 

Print Name: Patricia A. Blackburn

Title: Executive Director

COMMUNITY BASED ORGANIZATION

Master Contract Exhibit A and B Coversheet

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 27938 Board PO #: PHSVC- 8432
 Business Unit #: PHSVC Master Contract #: 900308 Procurement Contract #: 9890 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$11,000	\$76,000
Procurement Contract Begins 3/1/2014 To 2/28/2015						Contract Maximum	\$76,000

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **Pacific Center for Human Growth**

Contractor Address: 2712 Telegraph Avenue BOS District:
Berkeley, CA 94705

Remittance Address: Same as above Location Number: 001

Contractor Telephone #: (510) 548-8283 Federal Tax ID#: 94-2287492

Contractor Contact Person: Leslie Ewing Telephone #: (510) 548-8283

Contract Service Category: **Mental Health Services**

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed **\$6,333.33** without written approval by
OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$21,667	\$65,000	\$76,000		
Exhibit #					
Amount of Encumbrance	\$21,667	\$43,333	\$11,000		
File Date			9/9/14		
File/Item #			18/29446E		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:

Federal/CFDA # : 93-914	State	County
\$76,000	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 10/17/14

By: [Signature]

Name: **Muntu Davis, M.D./M.P.H.**

Title: **Director and Health Officer**

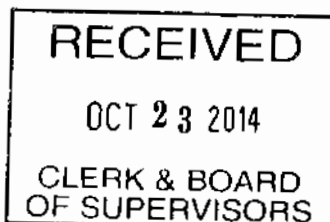
CONTRACTOR: Date: 9/4/14

By: [Signature]

Name: **Leslie Ewing**

Title: **Executive Director**

(sh)c:\access\Signature Coversheet FY1



SCANNED

EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **Pacific Center for Human Growth**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900308**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category: **Mental Health Services**

**RYAN WHITE PROGRAM
PART A (TITLE I)**

Program Description for 2014-2015

Agency Name: Pacific Center for Human Growth
Mailing Address: 2712 Telegraph Ave., Berkeley, CA 94705
DEDICATED STAFF
Program Contact Person (primary): Aaron Testard, MFT Phone Number (direct line): (510) 548-8283 ext. 240 E-Mail Address: atestard@pacificcenter.org Fax Number: (510) 548-2938 FTE: 1.0fte
Program Contact Person (alternate): Leslie Ewing Phone Number (direct line): (510) 548-8283 ext. 213 E-Mail Address: lewing@pacificcenter.org Fax Number: (510) 548-2938 FTE: 1.0
PROGRAM INFORMATION
Service Category: Mental Health Services
Alameda County Region(s) Served: <input checked="" type="checkbox"/> North <input type="checkbox"/> South <input type="checkbox"/> East <input type="checkbox"/> West
Agency / Program Web Site: www.pacificcenter.org
Amount of Ryan White Funds: \$76,000 ✓
Total Program Budget: \$117,568
PROGRAM SUMMARY
<p><i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i></p> <p style="text-align: center;">*****</p> <p>The Pacific Center HIV/AIDS mental health services program improves the mental health of at least 46 HIV positive MSM's living in Alameda County annually by providing LGBT knowledgeable, culturally competent individual and group mental health counseling. As a program core to our mission of fostering and enhancing the well-being and self-respect of LGBT people, the HIV/AIDS program reduces mental health symptoms like depression and anxiety, decreases isolation and risk behaviors, and increases participation in primary care for MSM's living with HIV/AIDS.</p> <p>Mental health services are provided at the Pacific Center at 2712 Telegraph Ave. in Berkeley, Monday through Friday from 9am to 9pm. Pacific Center collaborates with Alta Bates – East Bay AIDS Center (EBAC) and Downtown Youth Clinic to provide at 4- 6 hours per week of pro bono individual psychotherapy and 2 hours per week of group psychotherapy to their clientele. Pacific Center also collaborates with other agencies for community events and outreach in order to increase the number of HIV positive MSM's receiving mental health and primary care. Pacific Center provides mental health training specific to HIV positive MSM to on-site clinical interns and off-site healthcare professionals. Finally, Pacific Center provides 2 HIV prevention trainings per year on-site to community youth.</p>

August 13, 2014

KP
8-19-14
 MC
8/18/14

**Pacific Center for Human Growth
Scope of Work / Work Plan for 2014-2015**

Contractor: Pacific Center for Human Growth				
Service Category: Mental Health Services				
Main Program Goal: To improve the mental health of HIV positive MSM's by providing culturally competent individual and/or group mental health counseling.				
Indicators: % Primary Care Connection - % Decrease in Risk Behavior/Increase in Self-Care - % Treatment Plan Compliance				
46 UNDUPLICATED CLIENTS (UDC) 3057 UNITS OF SERVICE (Individual or Group Therapy)				
OUTCOME OBJECTIVES (Minimum of 3 - listed in order of importance)	PROCESS OBJECTIVES/ ACTIVITIES (Minimum of 3 for each outcome objective - listed in order of importance)	TIMELINE	LEAD ROLE	DATA SOURCE
OO #1: By February 2015: 90% of the HIV+ clients will be linked to primary care services, and will have a visit with an HIV specialist at least every 6 months.		Every three months	Director of Clinical Services	<ul style="list-style-type: none"> Treatment plans in client treatment records
	PO #1: Track client's self-report of keeping primary care appointments. Attain a history of primary care visits and verify with a Release of Information for the client's case manager or HIV physician.	3/14 – 2/15	Director of Clinical Services	<ul style="list-style-type: none"> Completed intake assessment Client chart
	PO #2: Provide referrals for clients who are out of care.	3/14 – 2/15	Director of Clinical Services	<ul style="list-style-type: none"> Treatment Plans Client chart

**Pacific Center for Human Growth
Scope of Work / Work Plan for 2014-2015**

	PO #3: Follow up on primary care referrals for clients to ensure they are enrolled in care.	3/14 – 2/15	Director of Clinical Services	<ul style="list-style-type: none"> • Treatment Plans • Client chart • Client satisfaction survey
OO #2: By February 2015: 35 of the 46 HIV + clients (75%) will report and present with a significant improvement in self-care behavior along with a significant reduction in risk behavior over the course of three months.		3/14 – 2/15	Director of Clinical Services	<ul style="list-style-type: none"> • Progress notes in client chart
	PO #1: Conduct an initial intake assessment for each client when first starting counseling services, and identify risk behaviors and gaps in self-care.	3/14 – 2/15	Director of Clinical Services	<ul style="list-style-type: none"> • Progress notes in client chart
	PO #2: Create a treatment plan for each client by the end of the fourth counseling session, and incorporate a goal for risk reduction in the treatment plan.	3/14 – 2/15	Director of Clinical Services	<ul style="list-style-type: none"> • Progress notes in client chart
	PO #3: Assess client completion of treatment plan objectives and update treatment plan every three months.	3/14 – 2/15	Director of Clinical Services	<ul style="list-style-type: none"> • Progress notes in client chart
OO #3: By February 2014: 35 of the 46 HIV + clients (75%) will comply/complete their mental health treatment plan.			Director of Clinical Services	<ul style="list-style-type: none"> • Progress notes in client chart • Client satisfaction surveys

Pacific Center for Human Growth
Scope of Work / Work Plan for 2014-2015

	PO#1: Conduct an initial intake assessment for each client when first starting counseling services.	3/14 – 2/15	Director of Clinical Services	<ul style="list-style-type: none"> • Progress notes in client chart • Client satisfaction surveys
	PO#2: Create a treatment plan based on the intake assessment for each client by the end of the fourth counseling session.	3/14 – 2/15	Director of Clinical Services	<ul style="list-style-type: none"> • Progress notes in client chart • Client satisfaction surveys
	PO #3: Assess client completion of treatment plan objectives and update treatment plan every three months.	3/14 – 2/15	Director of Clinical Services	<ul style="list-style-type: none"> • Progress notes in client chart • Client satisfaction surveys

Handwritten:
 8.19.14
 5/18/14



OFFICE OF AIDS ADMINISTRATION
Ryan White Program Requirements
FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year .
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of th current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. **Proof of HIV status**
2. **Proof of Residence (not immigration status)**
3. **Proof of Income**
4. **Proof of Insurance Status**

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

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and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of Administrative Personnel, Operating Expenses, and Indirect Cost which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list; which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubsforms/forms/CtrlldForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st – September 30 th	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

Care & Treatment Contractors

FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "*last resort*," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing **LabTracker** must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

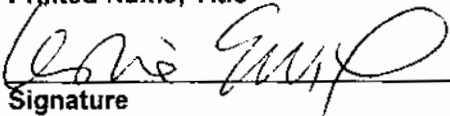
I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

PACIFIC CENTER FOR HUMAN GROWTH

Agency Name

LESLIE EWING, EXECUTIVE DIRECTOR

Printed Name, Title



Signature

4/11/14

Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

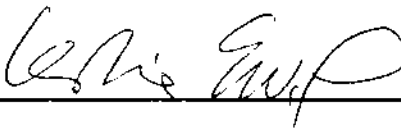
The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

PACIFIC CENTER FOR HUMAN GROWTH

AGENCY

LESLIE EWING - 

EXECUTIVE DIRECTOR

4/11/14

DATE

013

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

PC
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **Pacific Center for Human Growth**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900308**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

Pacific Center for Human Growth
REVISED BUDGET - Mental Health - Therapy/Counseling
For the Period Covered March 01, 2014 - February 28, 2015

		Annual				
		Salary	FTE	Direct Cost	Indirect Cost	Total
A. Personnel						
Executive Director	Leslie Ewing	85,000	3.8%	-	3,230	3,230
Clinic Services Director	Aaron Testard, MFT	55,413	46.0%	25,490	0	25,490
Clinical Administrative Assistant	Rina Herring	27,720	6.8%	-	1,885	1,885
Youth Services Coordinator	D. Mark Wilson	39,257	39.0%	15,310	-	15,310
Subtotal Personnel				40,800	5,115	45,915
B. Fringe Benefits at 14%				5,712	716	6,428
Total Personnel				46,512	5,831	52,343
C. Travel				199	0	199
				199		199
D. Contractual/Sub-contracts				21,698	1,200	22,898
Accounting/Bookkeeping	2.0 hours/month @ \$50/hour			0	1,200	1,200
Interns				13,398		13,398
Interns - as Group co-facilitator/paperwork				4,600		4,600
Group Leader	49 groups/year			3,700		3,700
E. Furniture & Fixture/Equipment				-	0	0
None				0		0
				0		0
F. Supplies					0	0
Office Supplies					0	0
G. Other Operating Expenses				-	560	560
Rent/Lease				0	0	0
Utilities/Maintenance/Janitorial				0	0	0
Communications				0	560	560
Postage				0	0	0
Printing/Duplicating				0	0	0
Equipment Lease				0	0	0
Training/Registration Fees				0	0	0
H. Total Personnel & Operating Expenses				68,409	7,591	76,000
I. Total Budget				68,409	7,591	76,000

Note:

No more than 10 percent (10%) of contracted funds can be expended for indirect cost (administrative cost)

002

Handwritten signatures and dates:
 8/19/14
 8/19/14
 8/19/14
 8/19/14

**Pacific Center for Human Growth
BUDGET
For the Period Covered March 01, 2014 – February 28, 2015**

A. PERSONNEL \$45,915

Executive Director (Leslie Ewing) \$ 3,230

\$85,000/year x 3.8% x 12mos

This is an full time position oversceing the agency programs; including mental health services for HIV/AIDS infected and affected men who have sex with men. She oversees all senior managers in program planning, evaluating, hiring and supervising of staff, financial management, reporting to and ensuring compliance with contract and industry requirements.

Director of Clinical Services (Aaron Testard, MFT) \$25,490

\$55,413/year x 46% x 12mos.

This is an 80% time position overseeing implementation of the HIV/AIDS mental health service activities including planning, coordinating, training, placement, supervising clinical interns, and outreach. This person engages in initial contact with clients informing them of HIV/AIDS mental health services, provides intake assessments, and facilitates the HIV men's therapy group.

Youth Services Coordinator (D. Mark Wilson) \$15,310

\$39,257/year x 39% x 12mos

This is an 80% time position providing outreach and information for Pacific Center's HIV mental health services. This person regularly holds in-house youth groups and speaks at outside youth events and, in doing so, promotes our services to young HIV+ MSM.

Clinical Administrative Assistant (Rina Herring) \$1885

\$27,20year x 6.8% x 12mos

This 75% time position provides the administrative support for the HIV direct care services. This person manages the data collection and entry, billing, client records, reports and clerical assistance for these services.

B. Fringe Benefits \$ 6,428

Our fringe benefit rate is 14%. This includes Health Insurance, SUI, Social Security, and Medicare.

C. Travel \$199

Mileage and parking expenses in support of off-site work with clients. We estimate an expense of \$17 per month.

August 6, 2014

D. Contractual/Sub-contracts**\$22,898****Accountant/Bookkeeper****\$1,200**

We contract with a bookkeeper for billing and accounting. Estimated cost for HIV services is 2 hours per month at \$50 an hour.

Interns**\$13,398**

Five interns are contracted to provide individual psychotherapy to HIV clients regularly for an annual stipend of \$2,680 each.

Group Intern**\$4,600**

One intern is contracted to facilitate an HIV+ men's therapy group at 49 groups per year.

Group Leader**\$3,700**

One licensed psychotherapist to facilitate and supervise the HIV therapy group at 49 groups over the year.

E. Furniture & Fixture/Equipment**\$0**

None

F. Supplies**\$0****G. Other Operating Expenses****\$560****Communications****\$560**

We utilize telephone and fax regularly to contact clients to set up services through their medical provider. Annual cost for phone and fax is \$2800. Estimated usage of phone and fax for HIV mental health services is 20%.

H. Total Personnel & Operating Expenses**\$76,000****I. Total Budget****\$76,000 /**

004

August 6, 2014

8/19/14

8-19-14

II. TERMS AND CONDITIONS OF PAYMENT

Contractor shall use the following procedures in billing County for services rendered under this contract.

- a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
- b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
- c. Reimbursement for all services shall not exceed \$6,333.33 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.

Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.

In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$6,333.33 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.

Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$76,000.00 allocated by the County under this contract.

- a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost ~~once~~per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (1105 Madison Street, Room 233, Oakland, CA 94607) 	



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-05-2013

GROUP:
POLICY NUMBER: 1906401-2013
CERTIFICATE ID: 27
CERTIFICATE EXPIRES: 11-05-2014
11-05-2013/11-05-2014

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
ADMIN
1000 BROADWAY STE 310
OAKLAND CA 94607-4033

JOB: OFFICE OF AIDS

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

A handwritten signature in black ink, appearing to read "Kent R. LaFollette".

Authorized Representative

A handwritten signature in black ink, appearing to read "Thomas E. Kane".

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

THE PACIFIC CENTER FOR HUMAN GROWTH INC A NON
PROFIT CORPORATION DBA: THE PACIFIC CENTER FOR
HUMAN
2712 TELEGRAPH AVE
BERKELEY CA 94705

PRINTED : 10-17-2013

M0408



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
04/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ERNEST BLOOMFIELD & ASSOCIATES REHABILITATION & RECOVERY INSURANCE AGENCY, INC. 22 BATTERY STREET, SUITE 503 SAN FRANCISCO, CA. 94111	CONTACT NAME MARY@EBASSOC.COM PHONE (A/C No. Ext.) 415-272-0417 FAX (A/C No.) 415-381-1303 E-MAIL ADDRESS <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A MARKEL INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B</td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A MARKEL INSURANCE COMPANY		INSURER B		INSURER C		INSURER D		INSURER E		INSURER F	
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INSURER E															
INSURER F															
INSURED PACIFIC CENTER FOR HUMAN GROWTH 2712 TELEGRAPH AVENUE BERKELEY, CA 94705															

COVERAGES **CERTIFICATE NUMBER:** 100324 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADULT SIGN (INSR - WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG	X	8502SS3728801	04/10/14	04/10/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below	X	8502SS3728801	04/10/14	04/10/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ WC STATE/TORRY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
B	EMPLOYEE DISHONESTY/CRIME		8502SS3728801	04/10/14	04/10/15	LIMIT \$10,000/\$500. DEDUCTIBLE
A	PROFESSIONAL LIABILITY		8502SS3728801	04/10/14	04/10/15	\$1,000,000/3,000,000 AGG/PER LOSS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE COUNTY OF ALAMEDA, THEIR BOARD OF DIRECTORS, SUPERVISORS, OFFICERS, AGENTS, AND EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED AS THEIR INTERESTS MAY APPEAR AND PER THE ATTACHED CG-2028 FORM.

FAXED TO: 510-268-2333

CERTIFICATE HOLDER
CANCELLATION

ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT
 ADMINISTRATION SERVICE
 1000 BROADWAY, SUITE 500
 OAKLAND, CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
The County of Alameda, Behavioral Health Care Services, Their Board of Directors, Supervisors, Officers, Agents, and Employees and Volunteers are named as Additional Insureds as their interest may appear
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Named Insured: Pacific Center for Human Growth

EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § 210 of OMB Circular A-133 and which expend annual Federal awards of

1. \$500,000 or more must have a single audit in accordance with § 500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § 235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § 230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and PACIFIC CENTER FOR HUMAN RIGHTS, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Pacific Center for Human Growth

By (Signature): Aaron Testard

Print Name: Aaron Testard

Title: Director of Clinical Services.

COMMUNITY BASED ORGANIZATION

Master Contract Exhibit A and B Coversheet

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 27520 Board PO #: PHSVC- 8376
 Business Unit #: PHSVC Master Contract #: 900116 Procurement Contract #: 9888 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$19,500	\$120,676
Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum							\$120,676

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **La Clinica de la Raza**

Contractor Address: P.O. Box 22210
Oakland, CA 94623-2210

BOS District:

Remittance Address: Same as above Location Number: 001

Contractor Telephone #: (510) 535-4015

Federal Tax ID#: 94-1744108

Contractor Contact Person: Jane Garcia

Telephone #: (510) 535-4015

Contract Service Category: \$ 89,000 Mental Health Services (\$ 24,667/\$ 64,333)
 \$ 31,676 Psychosocial Support Services (\$ 9,059/\$ 22,617)
 \$ 120,676

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed **\$10,056.33** without written approval by
 OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$33,726	\$101,176	\$120,676		
Exhibit #					
Amount of Encumbrance	\$33,726	\$67,450	\$19,500		
File Date			9/9/14		
File/Item #			18/29446E		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:

Federal/CFDA # : 93-914	State	County
\$120,676	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 10/17/14

CONTRACTOR: Date: 9/23/14

By: [Signature]

By: [Signature]

Name: **Muhtu Davis, M.D., M.P.H.**

Name: **Jane Garcia**

Title: **Director and Health Officer**

Title: **Executive Director**

(sht):access\Signature Coversheet FY1

RECEIVED

OCT 23 2014

**CLERK & BOARD
OF SUPERVISORS**

SCANNED

Exhibit #

EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **La Clínica de la Raza**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900116**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category: **\$ 89,000 Mental Health Services (\$ 24,667/\$ 64,333)**
 \$ 31,676 Psychosocial Support Services (\$ 9,059/\$ 22,617)

 \$ 120,676



**Office of AIDS Administration
Ryan White Program (Part A & B)
Program Description- FY 2013 - 2014**

AGENCY INFORMATION			
Agency Name: La Clínica de La Raza, Inc.			
Mailing Address:	P.O. Box 22210	City: Oakland	Zip: 94623
Main Phone Number:	(510) 535-4000	Main Fax Number:	(510) 535-4189
Agency / Program Web Site:		www.laclinica.org	
DEDICATED PROGRAM STAFF			
Primary Contact :	Marianne Bruno, Planner	Alternate Contact:	Leslie Preston, Behavioral Health Director
Phone Number (direct):	(510) 535-2910	Phone Number (direct):	(510) 535-6200
Fax Number:	(510) 535-4189	Fax Number:	(510) 535-4167
Email Address:	mbruno@laclinica.org	Email Address:	lpreston@laclinica.org
FTE:	In-kind	FTE:	In-kind
PROGRAM INFORMATION			
Service Category:	Mental Health		
Alameda County Region(s) Served:	X North X South X East X West		
Amount of Ryan White Funds:	\$89,000	Total Program Budget:	\$89,000
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment	1	2	3
	4	Amended RW Funds	Revised Budget
PROGRAM SUMMARY			
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i>			

La Clínica de La Raza, Inc.'s (La Clínica) HIV Mental Health Project will provide individual and family therapy to 23 HIV-positive individuals, family members, or caregivers of individuals with HIV between March 1, 2014 and February 28, 2015, for a total of **1952** "Units of Service" where 1 UOS = 15 minute intervals. While the target population is Latinos, particularly monolingual Spanish-speakers, with HIV/AIDS in Alameda County, men, women, and children from all ethnic groups and all risk categories will be seen.

The main program goal is to assist HIV positive clients and their significant others, which may include family, friends, and caregivers, to cope with the emotional and psychological aspects of living with HIV/AIDS.

Specific desired outcomes are:

1. By 2/28/15, at least 80% of clients will achieve at least one objective on their treatment plan.
2. By 2/28/15, at least 90% of clients will be actively participating in medical treatment as evidenced by a medical appointment every 6 months.
3. By 2/28/15, at least 75% of clients will improve level of functioning in the community, as measured through 5 point improvement in PHQ-9 and/or GAD-7 Clinical Measures of depression/anxiety.

The Ryan White Mental Health Therapist will provide individual sessions, couples therapy, family therapy, and group treatment for clients. Due to illness, some clients will receive home or hospital visits. In addition, each client will require some collateral services, such as consultation

PROGRAM SUMMARY continued

with medical care providers or other professionals. Because HIV/AIDS affects the whole family, as well as caregivers, both couples and family therapy sessions will be provided as deemed clinically appropriate and as desired by the client.

Another component of the HIV Mental Health Project is to provide each project participant with HIV risk reduction education at every opportunity. Risk reduction education is incorporated into psychotherapy. An HIV risk assessment is done during the initial intake and assessment during which risk-taking behaviors are identified. These risk-taking behaviors are addressed throughout therapy to support behavior change so the client is at lower risk of transmitting HIV or being repeatedly exposed to the virus. This focus on risk reduction will be conducted in a culturally and linguistically accessible manner.

Staff positions to be funded under this contract include Behavioral Health Clinicians (at 0.90 FTE); a Senior Clerk at 0.15 FTE to assist with greeting and registering patients; a Behavioral Health Supervisor at 0.10 FTE to provide clinical supervision to the Ryan White Therapists and see patients when the Behavioral Health Worker is not available.

Project staff participates in the La Clínica's interdepartmental HIV Services Committee meetings to facilitate information sharing and referrals within the clinic. In addition, staff is in frequent contact with other agencies to facilitate client referral into the project and to discuss matters related to the care of the participants. Operating expenses include office supplies and direct service supplies used by clients during therapy. An indirect rate is charged to cover a portion of agency administrative overhead costs such as executive leadership, fiscal services, human resources, management information and information technology, facilities, training, purchasing, planning and development, and costs of operations related to these administrative functions.

Program Site Location	Days	Hours
Casa del Sol 1501 Fruitvale Avenue Oakland, CA 94601	Monday - Thursday	9:00am - 7:00pm
	Friday	9:00am - 6:00pm

PD
9/16/14

JK
9/16/14

Agency: La Clínica de La Raza, Inc.
 Workplan: Scope of Work

Service Category: Mental Health, Part A
 Contract Period: 3/1/2014 – 2/28/2015

MAIN PROGRAM GOAL: To assist HIV positive clients and their significant others, which may include family, friends, and caregivers, to cope with the emotional and psychological aspects of living with HIV/AIDS.

Service Category: Mental Health Therapy/Counseling **UOS:** 1952 units; UOS is defined as “1UOS=15 Minutes of Service”; **UDC:** 23

Program Indicators: (1) 80% of clients will complete their treatment plan. (2) 90% of clients participating in medical treatment

OUTCOME OBJECTIVES	PROCESS OBJECTIVES/ACTIVITIES (Minimum of 3 for each outcome objective - listed in order of importance)	TIMELINE	LEAD ROLE	DATA SOURCE
<u>OBJECTIVE 1:</u> By 2/28/15, at least 80% of clients will achieve at least one objective on their treatment plan.		3/1/14 - 2/28/15	RW MH Therapist	Treatment Plan in clients' charts with progress notes
	1a. Meet with 23 clients to develop a treatment plan, identifying objective(s) for psychotherapy within two (2) months of beginning treatment.	3/1/14 - 2/28/15	RW MH Therapist	Treatment Plan in clients' charts
	1b. Provide mental health therapeutic services to 23 individuals with HIV/AIDS, family members or caregivers of individuals with HIV/AIDS.	3/1/14 - 2/28/15	RW MH Therapist	Monthly utilization reports
<u>OBJECTIVE 2:</u> By 2/28/15, at least 90% of clients will be actively participating in medical treatment as evidenced by a medical appointment every 6 months.		3/1/14 - 2/28/15	RW MH Therapist	Client and PCP report documented in clients' charts
	2a. Those clients not enrolled in primary care services will be provided with a referral and encouraged to seek medical treatment.	3/1/14 - 2/28/15	RW MH Therapist	Client report and report from PCP
	2b. Those clients who are not complying with recommendations of Primary Care will be provided with MH services directed at decreasing MH related barriers.	3/1/14 - 2/28/15	RW MH Therapist	Progress Notes in clients' charts

Agency: La Clínica de La Raza, Inc.
 Workplan: Scope of Work

Service Category: Mental Health, Part A
 Contract Period: 3/1/2014 – 2/28/2015

OUTCOME OBJECTIVES	PROCESS OBJECTIVES/ACTIVITIES (Minimum of 3 for each outcome objective - listed in order of importance)	TIMELINE	LEAD ROLE	DATA SOURCE
	2c. Clients already getting medical treatment will be encouraged to adhere to treatment recommendations and attend all scheduled appointments.	3/1/14 - 2/28/15	RW MH Therapist	Client report and report from PCP
<u>OBJECTIVE 3:</u> By 2/28/15, at least 75% of clients will improve level of functioning in the community, as measured through 5 point improvement in PHQ-9 and/or GAD-7 Clinical Measures of depression/anxiety.		3/1/13 - 2/28/14	RW MH Therapist	PHQ-9/GAD- 7 Clinical Measures
	3a. Meet with 23 clients to develop a treatment plan, identifying goals and objectives for psychotherapy within two (2) months of beginning treatment.	3/1/14 - 2/28/15	RW MH Therapist	Treatment Plan in clients' charts
	3b. Evaluate annually each client's level of depression and anxiety by measuring symptoms severity with PHQ-9 and GAD-7 measures at the start of MH treatment	3/1/14 - 2/28/15	RW MH Therapist	PHQ/GAD tracking in chart
	3c. Provide mental health therapeutic services to 23 individuals with HIV/AIDS, family members or caregivers of individuals with HIV/AIDS.	3/1/14 - 2/28/15	RW MH Therapist	Monthly utilization reports
	3d. Evaluate annually each client's level of depression and anxiety by measuring symptoms severity with PHQ-9 and GAD-7 measures on a regular basis to evaluate outcome measurement of reduced depression/anxiety scores on validated clinical measures.	3/1/14 - 2/28/15	RW MH Therapist	PHQ/GAD tracking in chart compared to scores at time of Initial Assessment

9-12-14
 9/18/14



**Office of AIDS Administration
Ryan White Program (Part A & B)
Program Description - FY 2014 - 2015**

AGENCY INFORMATION			
Agency Name: La Clinica de La Raza, Inc.			
Mailing Address:	P.O. Box 22210	City: Oakland	Zip: 94623
Main Phone Number:	(510) 535-4000	Main Fax Number:	(510) 535-4189
Agency / Program Web Site:		www.laclinica.org	
DEDICATED PROGRAM STAFF			
Primary Contact:	Marianne Bruno, Planner	Alternate Contact:	Scott Carroll, HIV Prevention Supervisor
Phone Number (direct):	(510) 535-2910	Phone Number (direct):	(510) 535-6417
Fax Number:	(510) 535-4189	Fax Number:	(510) 535-4189
Email Address:	mbruno@laclinica.org	Email Address:	scarroll@laclinica.org
FTE:	In-kind on this project	FTE:	2.5%
PROGRAM INFORMATION			
Service Category:	Psychosocial Support		
Alameda County Region(s) Served:	X North	X South	X East X West
Amount of Ryan White Funds:	\$31,676	Total Program Budget:	\$31,676
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment	1	2	3 4 Amended RW Funds Revised Budget
PROGRAM SUMMARY			
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i> *****			

La Clínica de La Raza, Inc.'s (La Clínica) HIV Peer Support Project will provide psychosocial support, individual and group level, to 48 HIV-positive individuals, family members, or caregivers of individuals with HIV between March 1, 2014 and February 28, 2015, for a total of 2800 "Units of Service" where one (1) UOS = 15 minute intervals. While the target population is Latinos, particularly monolingual Spanish-speakers with HIV/AIDS in Alameda County, men, women, and children from all ethnic groups and all risk categories will be seen.

The main program goal is to assist HIV positive clients and their partners/families to reduce barriers that can affect their health status.

Specific desired outcomes are:

- (1) 85% of HIV+ clients who receive peer support will report an increased knowledge of healthy behaviors and risk-reduction.
- (2) 90% of HIV+ clients will have a medical visit with an HIV medical provider at least every 6 months
- (3) 90% of HIV+ clients who receive peer support will be provided with resources to enhance overall health.

Handwritten signature and date: 8-1-14

PROGRAM SUMMARY continued

The Peer Support Counselor will be responsible for providing peer support services to HIV positive clients, their partners, and family members including new member orientation, psychosocial support groups for men and women, family support, HIV/AIDS information, psycho-education workshops and referrals to primary care, dental, optical, substance abuse, mental health, and other services as needed to assist the client reach his/her identified program goal(s).

Staff positions to be funded under this contract include two Peer Support Counselors, a Child Care Worker (on-call), and the HIV Prevention Services Supervisor, who will provide oversight and support including quality assurance, contractors meetings, report writing and tracking functions for this project in-kind.

Project staff participates in the La Clínica's interdepartmental HIV Services Committee meetings to facilitate information sharing and referrals within the clinic. In addition, staff is in frequent contact with other agencies to facilitate client referral into the project and to discuss matters related to the care of the participants. An indirect rate is charged to cover a portion of agency administrative overhead costs such as executive leadership, fiscal services, human resources, management information and information technology, facilities, training, purchasing, planning and development, and costs of operations related to these administrative functions.

Program Site Location	Days	Hours
Casa CHE 1537 Fruitvale Avenue Oakland, CA 94601	Monday – Friday Select Saturdays	8:30am - 5:00pm 12:00pm – 5:00pm

JK
8/1/14

Agency: La Clinica de La Raza, Inc.
 Workplan: Scope of Work

Service Category: Psychosocial Support
 Contract Period: 3/1/14-2/28/15

MAIN PROGRAM GOAL: Provide psychosocial peer support services to assist PLWHA and their partners/families to reduce barriers that can affect their health status.
Service Category: Psychosocial Support (individual and group)
Performance Measures: Psychosocial Support (individual/group Peer Support) UOS: 2,800 units; UOS is defined as "1UOS=15 Minutes of Service," UDC: 48 (1) 85% of HIV+ clients who receive peer support will report an increased knowledge of healthy behaviors and risk-reduction. (2) 90% of HIV+ clients will have a medical visit with an HIV medical provider at least every 6 months (3) 90% of HIV+ clients who receive peer support will be provided with resources to enhance overall health.

Objective & Projected # of Clients Served	Activities (in chronological order & including proof of cultural & linguistic competence)	Timeline	Lead Role	Monitoring & Evaluation
OBJECTIVE 1: By 2/28/15, at least 48 HIV+ consumers will be provided psychosocial peer support, and as a result at least 85% (n=41) will report increased knowledge of healthy behaviors and risk-reduction behaviors.		3/1/14 - 2/28/15	Peer Support Counselor	Pre and post-tests to determine knowledge change.
	1a. Individual Psychosocial Support will be provided to PLWHA who also attend Peer Support Services. These services will be provided by a Bilingual/Bicultural Latina Peer Counselor. Services will be provided at Casa CHE, TRUCHA, via phone, at home, or in the community.	3/1/14 - 2/28/15	Peer Support Counselor	Progress notes in client charts

Agency: La Clinica de La Raza, Inc.
 Workplan: Scope of Work

Service Category: Psychosocial Support
 Contract Period: 3/1/14-2/28/15

Objective & Projected # of Clients Served	Activities (in chronological order & including proof of cultural & linguistic competence)	Timeline	Lead Role	Monitoring & Evaluation
OBJECTIVE 2: By 2/28/15, 90% of Psychosocial Support clients (n=43) will be actively participating in medical treatment as evidenced by a visit with a medical provider every 6 months		3/1/14 - 2/28/15	Peer Support Counselor	Client self-report, documented in progress notes.
	2a. The Peer Support Counselor will provide referrals to clients not enrolled in primary care, encourage him/her to seek medical treatment, and assist the client in enrolling in medical services.	3/1/14 - 2/28/15	Peer Support Counselor	Client records.
OBJECTIVE 3: By 2/28/15, 90% (n=43) of Psychosocial Peer Support clients will be provided the support and resources necessary to enhance overall health.		3/1/14 - 2/28/15	Peer Support Counselor	Client record, progress notes
	3a. Provide psychiatric crisis hotline number to any client who identifies being in crisis	3/1/14 - 2/28/15	Peer Support Counselor	Client record, progress notes
	3b. Discuss with supervisor any client who has self-identified as being in crisis to review services and resources that can be offered to the client	3/1/14 - 2/28/15	Peer Support Counselor, HIV Supervisor	Client record

Agency: La Clinica de La Raza, Inc.
Workplan: Scope of Work

Service Category: Psychosocial Support
Contract Period: 3/1/14-2/28/15

Objective & Projected # of Clients Served	Activities (in chronological order & including proof of cultural & linguistic competence)	Timeline	Lead Role	Monitoring & Evaluation
	3c. Refer any client who has expressed being in crisis and wanting more support than the Psychosocial Peer Support services can offer to a mental health provider for mental health services to address their psychiatric crisis.	3/1/14 - 2/28/15	Peer Support Counselor	Client record
	3b. Discuss with supervisor any client who has self-identified as being in crisis to review services and resources that can be offered to the client	3/1/14 - 2/28/15	Peer Support Counselor, HIV Supervisor	Client record

8/1/14
8/1/14



OFFICE OF AIDS ADMINISTRATION
Ryan White Program Requirements
FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year.
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of the current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received.

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. Proof of HIV status
2. Proof of Residence (not immigration status)
3. Proof of Income
4. Proof of Insurance Status

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of Administrative Personnel, Operating Expenses, and Indirect Cost which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list; which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubs/forms/forms/ChildForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st – September 30 th	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements
 Care & Treatment Contractors
 FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "*last resort*," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing LabTracker must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

Agency Name U.S. Customs & Border Protection

John James, Sr. Esq. 2/10/01

Printed Name, Title

Signature _____

Date 4/7/2014

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

10 (Continued) (b) (7)(C), (b) (7)(D)

AGENCY

[Signature]
EXECUTIVE DIRECTOR

DATE 4/7/2014

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

LCR
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **La Clinica de la Raza**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900116**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

La Clínica de La Raza, Inc.
BUDGET: Ryan White Mental Health Part A
ACPHD - Office of AIDS Administration
For the Period Covered March 1, 2014 - February 28, 2015

Personnel		Annual Salary	# Months	FTE	Total Direct Cost	Indirect Cost	Total RW Request
Behavioral Health Clinician	Percy Castellanos, ASW	\$ 57,934	11	0.70	\$ 37,174	\$ -	\$ 37,174
Behavioral Health Clinician	Ruben Garibaldo, ASW	\$ 55,420	5	0.40	\$ 11,284	\$ -	\$ 11,284
Behavioral Health Supervisor	Heather Ladov, LCSW	\$ 76,594	11	0.10	\$ 7,021	\$ -	\$ 7,021
Senior Clerk	Eugenia Leon	\$ 43,576	11	0.15	\$ 5,430	\$ 503	\$ 6,033
Subtotal Personnel					\$ 60,909	\$ 503	\$ 61,513
Fringe Benefits at 26.1%					\$ 15,887	\$ 157	\$ 16,055
Total Personnel					\$ 78,807	\$ 761	\$ 77,667
Contractor					\$ 3,720	\$ -	\$ 3,720
Contract Psychiatrists - Dr. Bolello and Dr. Brim					\$ 3,720	\$ -	\$ 3,720
Supplies					\$ 303	\$ 250	\$ 553
Direct Service Supplies					\$ 303	\$ -	\$ 303
Office Supplies					\$ -	\$ 250	\$ 250
Total Personnel & Operating Expenses					\$ 80,630	\$ 1,011	\$ 81,840
Indirect at 10%						\$ 7,159	\$ 7,159
Total Budget							\$ 89,000

Handwritten signatures and dates:
9/16/14
9/16/14
9/16/14

**La Clínica de La Raza, Inc.
Ryan White Mental Health Program – Part A
ACPHD – Office of AIDS Administration
March 1, 2014 – February 28, 2015**

PERSONNEL	\$61,513
<u>Behavioral Health Clinician</u> (P. Castellanos, ASW) \$57,934/year x 0.70 FTE x 11 months The Behavioral Health Clinician provides individual, couples and family therapy services. This position completes and submits client intake forms, assessments, treatment plans and provides clinical interventions to address MH conditions. Due to budget constraints, services provided by the Behavioral Health Clinician will begin on April 1, 2014 under the Part A contract.	\$37,174
<u>Behavioral Health Clinician</u> (R. Garibalda, ASW) \$56,420/year x 0.40 FTE x 6 months The Behavioral Health Clinician provides individual, couples and family therapy services. This position completes and submits client intake forms, assessments, treatment plans and provides clinical interventions to address MH conditions.	\$11,284 ⁵
<u>Behavioral Health Supervisor</u> (H. Ladov, LCSW) \$76,594/year x 0.10 FTE x 11 months The Behavioral Health Supervisor provides direct services to HIV+ clients in the absence of the Behavioral Health Clinician. This includes when the Clinician is out on vacation time, education, float and sick time. All of the Supervisor's time on this contract is spent in direct patient service. Like the Clinician, the Behavioral Health Supervisor will begin on April 1, 2014 under the Part A contract.	\$7,021
<u>Senior Clerk</u> (E. Leon) \$43,878/year x 0.15 FTE x 11 months The Senior Clerk provides clerical services in Casa del Sol, and spends the vast majority of her time (90%) on this contract greeting clients at the front desk and directly registering clients for services. She also supports reporting requirements by entering client data in CareWare and ARIES, once/month, for 2-3 hours. Services provided by the Senior Clerk will begin on April 1, 2014 under the Part A contract.	\$6,033
FRINGE BENEFITS	\$16,055
Fringe benefits are calculated at 26.1% of salaries and include dental, life, and health insurance (14.5%), payroll taxes (7.3%), retirement (3.0%), and workers' compensation (1.3%).	
CONTRACTED SERVICES	\$3,720
<u>Contract Psychiatrists</u> Drs. Brim and Botello, two La Clínica Psychiatrists who work on a contract basis, will provide Psychiatry services as needed to Ryan White patients. Psychiatry needs are estimated to be 1	

hour/week, at a cost of \$120/hour. The Part A contract will cover 31 weeks of Psychiatry, while the Part B contract will cover the remaining weeks.

E. SUPPLIES	\$553
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Direct service supplies

Direct service supplies include art therapy supplies, written education materials, audio education materials, visual educational materials, clinical screens and session rating surveys. Based on previous years' budgets, the annual cost for direct service supplies will be \$303.

Office supplies

Office supplies are disposable supplies used by the Behavioral Health Clinician in the course of his job duties, including pens, notebooks, staples, paper, toner. Based on previous years' budgets, the annual cost for office supplies will be \$250.

G. TOTAL PERSONNEL & OPERATING COSTS	\$81,849
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INDIRECT COSTS	\$7,159
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La Clínica's federally approved indirect rate is 19%. Only 10.0% of La Clínica's total indirect costs are applied to Ryan White funds. After accounting for the aforementioned indirect operating expenses, \$7,159 is being charged for indirect costs.

H. TOTAL BUDGET	\$89,000
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MD 9/15/14
KC 9/16/14

La Clinica de La Raza, Inc.
 BUDGET: Ryan White Psychosocial Support
 ACPHD - Office of AIDS Administration
 For the Period Covered March 01, 2014 - February 28, 2015

A. Personnel			Annual Salary	# Months	FTE	Total Direct	Total Indirect	Total RW
HIV Prevention Services Supervisor	Scott Carroll		\$ 61,968	12	2.5%	\$ 367	\$ 1,182	\$ 1,550
Peer Support Counselor	Agnipina Alejandres Ceja		\$ 38,676	12	35.2%	\$ 12,913	\$ -	\$ 12,913
2nd Peer Support Counselor	To Be Named		\$ 38,676	8	40.0%	\$ 7,335	\$ -	\$ 7,335
						Subtotal	\$ 1,182	\$ 21,798
B. Fringe Benefits at 26.1%						\$ 5,386	\$ 303	\$ 5,889
Total						\$ 26,021	\$ 1,485	\$ 27,487
C. Travel						\$ -	\$ -	\$ -
D. Contracted Services						\$ 540	\$ -	\$ 540
On-Call Child Care Worker						\$ 540	\$ -	\$ 540
E. Supplies						\$ 1,948	\$ -	\$ 1,948
Direct Service Supplies						\$ 1,448	\$ -	\$ 1,448
Peer Facilitator Stipends						\$ 500	\$ -	\$ 500
Total Non Personnel						\$ 2,488	\$ -	\$ 2,488
F. Total Personnel & Operating Expenses						\$ 28,509	\$ 1,485	\$ 29,975
Agency Indirect							\$ 1,701	\$ 1,701
G. Total Budget						\$ 28,509	\$ 3,187	\$ 31,676

Handwritten notes and signatures:
 8/24/15
 8/1/16
 8/1/16
 [Signatures]

La Clinica de La Raza, Inc.
 Ryan White Psychosocial Support Services
 ACPHD – Office of AIDS Administration
 March 1, 2014 – February 28, 2015 /

Budget Justification

A. PERSONNEL	\$21,798
<u>HIV Prevention Services Supervisor (Scott Carroll)</u> \$61,998/year x 0.025 FTE x 12 months The Supervisor will oversee the Peer Support Counselor, provide direct service to clients as needed when the Counselor is not available, and provide administrative support to the project, including quality assurance, contractors meetings, report writing and tracking functions. 75% of the Supervisor's time on this project is spent in an administrative role, while 25% is spent in direct service.	\$1,550
<u>Peer Support Counselor (Agridina Alejandres Ceja)</u> \$36,676/year x 0.352 FTE x 12 months The Peer Support Counselor is responsible for providing psychosocial peer support services to HIV+ clients, their partners, and family members. She will conduct psycho-education groups to the men's and women's groups, and make referrals, as appropriate, to medical and mental health services. This is an annualized FTE for the Peer Support Counselor, as she will work 42.5% FTE for five (5) months and 30% FTE for seven (7) months.	\$12,913
<u>Peer Support Counselor (To Be Named)</u> \$36,676/year x 0.40 FTE x 6 months A second Peer Support Counselor will be responsible for providing psychosocial peer support services to HIV+ clients, their partners, and family members, with a focus on the male support group. The counselor will conduct psycho-education groups to the men's groups, and make referrals, as appropriate, to medical and mental health services.	\$7,335
B. FRINGE BENEFITS	\$5,689
Fringe benefits are calculated at 26.1% of salaries and include dental, life, and health insurance (14.5%), payroll taxes (7.3%), retirement (3.0%), and workers' compensation (1.3%).	
C. TRAVEL	\$0
D. CONTRACTED SERVICES	\$540
<u>Child Care Worker</u> \$10 hour x 4.5 hours/month x 1 worker One Child Care Worker provides childcare to the children of clients during the monthly Peer Support groups. This is an on-call, non-benefitted position.	\$540

E. SUPPLIES & OTHER	\$1,948
<u>Direct Service Supplies</u>	\$1,448
This covers the cost of consumable office supplies, educational materials and food/refreshments provided to clients to accomplish program objectives. Based on experience in prior years, the costs of supplies for each monthly group will be approximately \$60. $\$60/\text{group} \times 2 \text{ groups/month (men and women)} \times 12 \text{ months} = \1448	
<u>Stipends</u>	\$500
Up to two (2) peers who are interested in facilitation the groups will enter into an agreement with the Peer Support Counselor, receive training in facilitation techniques, and serve as peer facilitations to further the psychosocial support connections and services available to clients. For their time, each peer facilitator will receive a stipend of \$250.	
F. TOTAL REQUESTED PERSONNEL & OPERATING COSTS	\$29,975
INDIRECT COSTS	\$1,701
La Clínica's federally approved indirect rate is 19.0%. However, as only 10% of La Clínica's total indirect costs are applied to Ryan White funds. Accounting for the aforementioned personnel costs that must be charged as indirect, \$1,701 is being charged to support La Clínica's indirect administrative costs; the remainder will be provided in-kind	
G. TOTAL PSYCHOSOCIAL SUPPORT BUDGET	\$31,676

2
6.1.14
2/1/14

II. TERMS AND CONDITIONS OF PAYMENT

Contractor shall use the following procedures in billing County for services rendered under this contract.

- a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
- b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
- c. Reimbursement for all services shall not exceed \$10,056.33 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.

Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.

In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$10,056.33 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.

Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$120,676.00 allocated by the County under this contract.

- a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost once per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURER Risk Services Stevens Creek Blvd. Jose, CA 95129 John B. Suhr - House	CONTACT NAME: John B. Suhr, MS, CPCU, CRM, C	
	PHONE (A/C, No, Ext): 408-510-5440	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nonprofits Ins. Alliance of CA	
	INSURER B: Employers Compensation Ins. Co	
INSURED La Clinica de La Raza P. O. Box 22210 Oakland, CA 94623-2210	29920	
	INSURER C: Travelers Property Casualty	
	25674	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGE CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
GENERAL LIABILITY					
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	201427061NPO	03/31/2014	03/31/2015	EACH OCCURRENCE \$ 1,000,000
<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
<input checked="" type="checkbox"/> \$3M EBL AGG					MED EXP (Any one person) \$ 20,000
GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 3,000,000
AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ 3,000,000
<input checked="" type="checkbox"/> ANY AUTO		201427061NPD	03/31/2014	03/31/2015	Emp Ben. \$ Included
<input type="checkbox"/> ALLOWED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (PER ACCIDENT) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				
<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	201427061UMB	03/31/2014	03/31/2015	EACH OCCURRENCE \$ 10,000,000
DED <input checked="" type="checkbox"/> RETENTION \$ 10000					AGGREGATE \$ 10,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	EIG129457103	03/31/2014	03/31/2015	WC STATUTORY LIMITS OTHER \$
DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
Fidelity		105765427	03/31/2014	03/31/2015	Limit \$ 1,000,000
					Retention \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named as additional insured as per attached endorsement form CG2026.
All California Operations of the Named Insured.

CERTIFICATE HOLDER Alameda County Public Health Dept Office of Aids Admin Attn: Lorenzo Hinojosa 1000 Broadway, Ste 310 Oakland, CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>

<p>Alameda County Public Health Dept Office of Aids Admin</p>
--

<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

EXHIBIT D
AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ____ 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ____ 500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ____ 235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ____ 230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and la Clinica de la Raza Inc. ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: ~~Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.~~

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
-
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
-

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
-
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. ~~Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that~~ is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* ~~Covered Entity makes no warranty or representation that compliance by Business~~ Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: La Clinica de la Raza, Inc.

By (Signature): Jake Garcia

Print Name: Jake Garcia

Title: Chief Executive Officer

COMMUNITY BASED ORGANIZATION **Master Contract Exhibit A and B Coversheet**

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 28398 Board PO #: PHSVC- 8488
 Business Unit #: PHSVC Master Contract #: 900131 Procurement Contract #: 9889 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$31,000	\$123,148
Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum							\$123,148

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **Lifelong Medical Care**

Contractor Address: P. O. Box 11247 BOS District:
 Berkeley, CA 94712-2247

Remittance Address: Same as above Location Number: 001

Contractor Telephone #: (510) 704-6010 Federal Tax ID#: 94-2502308

Contractor Contact Person: Marty Lynch Telephone #: (510) 704-6010

Contract Service Category: \$ 72,500 Outpatient/Ambulatory Health Services (\$ 19,333/\$ 53,167)
 \$ 50,648 Medical Case Management (\$ 11,383/\$ 39,265)
 \$ 123,148

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed **\$10,262.33** without written approval by
 OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$30,716	\$92,148	\$123,148		
Exhibit #					
Amount of Encumbrance	\$30,716	\$61,432	\$31,000		
File Date			9/9/14		
File/Item #			18/29446E		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:	Federal/CFDA #: 93-914	State	County
	\$123,148	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 10/22/14
 By: [Signature]
 Name: Muntu Davis, M.D., M.P.H.
 Title: Director and Health Officer

CONTRACTOR: Date: 9/22/14
 By: [Signature]
 Name: Marty Lynch
 Title: Executive Director

RECEIVED

OCT 23 2014

CLERK & BOARD
OF SUPERVISORS

SCANNED

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EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **Lifelong Medical Care**
Contracting Department: Public Health - Office of AIDS
Contract Period: 3/1/2014 through 2/28/2015

Master Contract No: 900131
Exhibit No:
Board PO #: PHSVC-

15-4333-12

1. Contracted Services: HIV/AIDS Service
2. Service Category:
 - \$ 72,500 Outpatient/Ambulatory Health Services (\$ 19,333/\$ 53,167)
 - \$ 50,648 Medical Case Management (\$ 11,383/\$ 39,265)
 -
 - \$ 123,148



**Office of AIDS Administration
Ryan White Program (Part A)
Program Description - FY 2014 - 2015**

AGENCY INFORMATION			
Agency Name:	LifeLong Medical Care		
Mailing Address:	PO Box 11247	City:	Berkeley
		Zip:	94712
Main Phone Number:	510-981-4124	Main Fax Number:	510-981-4176
Agency / Program Web Site:	www.lifelongmedical.org		
DEDICATED PROGRAM STAFF			
Primary Contact :	Andrew Alcantara	Alternate Contact:	
Phone Number (direct):	510-981-4124	Phone Number (direct):	
Fax Number:	510-981-4120	Fax Number:	
Email Address:	aalcantara@lifelongmedical.org	Email Address	
FTE:	1.0	FTE:	
PROGRAM INFORMATION			
Service Category:	Ambulatory Medical Care		
Alameda County Region(s) Served :	<input checked="" type="checkbox"/> North <input type="checkbox"/> South <input type="checkbox"/> East <input type="checkbox"/> West		
Amount of Ryan White Funds:	\$58,000	Total Program Budget:	\$58,000
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
Amended RW Funds	\$14,500	Revised Budget	\$72,500
PROGRAM SUMMARY			
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i> *****			

Under the Ambulatory Medical Care component of its Ryan White Title A contract with the Alameda County Office of AIDS Administration, LifeLong Medical Care will provide a range of diagnostic and therapeutic services to clients with HIV/AIDS. The primary population served under this contract will be HIV positive, low-income, MSM, minority, and uninsured patients with mental health and/or substance abuse disorders.

A comprehensive HIV/AIDS team that includes a physician, a nurse practitioner, a medical assistant, will provide comprehensive ambulatory medical care services to this patient population, with support from other clinic providers and staff as needed. All services will be provided at LifeLong's Berkeley Primary Care (BPC) clinic, located at 2001 Dwight Way in Berkeley. General clinic hours are Monday through Friday, 8:15 am to 5 pm with extended Tuesday Evenings from 5:15 pm to 7:45 pm. HIV/AIDS provider hours are as follows:

Monday: 8:15am-1pm
 Wednesday: 1pm-5pm
 Thursday: 1pm – 5pm
 Friday: 8:15am-1pm; Drop-in Clinic 1pm-5pm

Services provided under this contract will include: HIV counseling; medical history taking; physical examinations; diagnosis and treatment of common physical and mental health conditions; care for minor injuries, including minor surgery; diagnostic testing and interpretation of results; early intervention and risk assessment; preventive care and screening; prescribing and managing medication therapy; education and counseling regarding health and nutritional issues; monitoring and management of chronic conditions; and referrals to specialty care as needed.

Handwritten signatures and initials:
 [Signature]
 [Signature]
 05/14

OAA SCOPE OF WORK (SOW) FY 2014 - 2015

CONTRACTOR:		LifeLong Medical Care	SERVICE CATEGORY:		Ambulatory Medical Care	
MAIN PROGRAM GOAL:		To provide comprehensive, high quality primary care services to persons with HIV/AIDS				
INDICATORS:	95% of clients with HIV infection will have a medical visit with an HIV specialist every six months 50% of clients with HIV infection will have a dental referral and/or documentation of a dental visit 85% of clients with HIV infection will be screened for substance abuse (alcohol, tobacco, and drugs) at least every 12 months. 80% of clients with HIV infection will have an improved or stable viral load test results 90% of clients diagnosed with AIDS will be prescribed ARV/HAART			UDC	93	Amended UDC/UOS
				UOS	Provider Encounters - 93, Specialty Health Services - 2,694 (One UOS = 15 minutes) Lab and Diagnostic - 24	
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF	EVALUATION
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>	<i>How will objectives obtainment be tracked?</i>
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF	EVALUATION
By February 28, 2015, 95% of clients with HIV infection will have a medical visit with an HIV specialist every six months.		1	MD or PA/NP will provide comprehensive initial assessments of all new patients.	3/1/14-2/28/15	MD or PA/NP	Categorical units of service documented for monthly invoicing
		2	MD or PA/NP will explain the importance of regular primary care visits to each patient.	3/1/14-2/28/15	MD or PA/NP	Documentation in patient files
		3	MD or PA/NP will provide health education (including peer group faecilitation) for all patients.	3/1/14-2/28/15	MD or PA/NP	Categorical units of service documented for monthly invoicing
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF	EVALUATION
By February 28, 2015, 50% of clients with HIV infection will have a dental referral and/or documentation of a dental visit.		1	Staff will include dental health in initial assessment of all new HIV patients.	3/1/14-2/28/15	MD or PA/NP	Documentation in patient files
		2	MD or PA/NP will assess dental health during primary care visits and provide referrals as necessary.	3/1/14-2/28/15	MD or PA/NP	Documentation in patient files
		3	MA will keep a record of patients referred.	3/1/14-2/28/15	MA	RN records

UAA SCOPE OF WORK (SOW) FY 2014 - 2015

OUTCOME OBJECTIVE #3	PROCESS OBJECTIVE #3	TIMELINE	STAFF	EVALUATION
By February 28, 2015, 85% of clients with HIV infection will be screened for mental health or substance abuse (alcohol, tobacco, and drugs) at least every 12 months.	1 MD or PA/NP will screen patients for substance abuse during primary care visits.	3/1/14-2/28/15	MD or PA/NP	Documentation in patient files
	2 MD or PA/NP will provide referrals for substance abuse treatment programs as needed.	3/1/14-2/28/15	MD or PA/NP	Documentation in patient files
	3 MA will keep a record of patients referred.	3/1/14-2/28/15	MA	RN records
OUTCOME OBJECTIVE #4	PROCESS OBJECTIVE #4	TIMELINE	STAFF	EVALUATION
By February 28, 2015, 80% of clients will have an improved or stable viral load test results	1 MD or PA/NP will screen patients for viral load test within the reporting period and follow up for those requiring updated tests	3/1/14-2/28/15	MD or PA/NP	Electronic Medical Record/Electronic Health Record
	2 MD or PA/NP will perform viral load testing for those requiring updated tests	3/1/14-2/28/15	MD or PA/NP	Electronic Medical Record/Electronic Health Record
	3 MA will monitor and track improvements or stable viral load test results	3/1/14-2/28/15	MA	Electronic Medical Record/Electronic Health Record
OUTCOME OBJECTIVE #5	PROCESS OBJECTIVE #5	TIMELINE	STAFF	EVALUATION
By February 28, 2015, 90% of clients diagnosed with AIDS will be prescribed ARV/HAART	1 MD or PA/NP will screen clients diagnosed with AIDS for ARV/HAART treatment	3/1/14-2/28/15	MD or PA/NP	Electronic Medical Record/Electronic Health Record
	2 MD or PA/NP will recommend and prescribe ARV/HAART for clients diagnosed with AIDS	3/1/14-2/28/15	MD or PA/NP	Electronic Medical Record/Electronic Health Record
	3 MA will keep a record of all clients prescribed ARV/HAART	3/1/14-2/28/15	MA	Electronic Medical Record/Electronic Health Record



**Office of AIDS Administration
Ryan White Program (Part A)
Program Description - FY 2014 - 2015**

AGENCY INFORMATION							
Agency Name: LifeLong Medical Care							
Mailing Address:		PO Box 11247		City: Berkeley		Zip: 94712	
Main Phone Number:		510-981-4124		Main Fax Number:		510-981-4176	
Agency / Program Web Site:		www.lifelongmedical.org					
DEDICATED PROGRAM STAFF							
Primary Contact :		Andrew Alcantara		Alternate Contact:			
Phone Number (direct):		510-981-4124		Phone Number (direct):			
Fax Number:		510-981-4120		Fax Number:			
Email Address:		aalcantara@lifelongmedical.org		Email Address:			
FTE:		1.0		FTE:			
PROGRAM INFORMATION							
Service Category:		Medical Case Management					
Alameda County Region(s) Served : <input checked="" type="checkbox"/> North <input type="checkbox"/> South <input type="checkbox"/> East <input type="checkbox"/> West							
Amount of Ryan White Funds:		\$34,148		Total Program Budget:			
CONTRACT AMENDMENT							
<i>To be completed only if contracted deliverables have been renegotiated</i>							
Amendment	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	Amended RW Funds	\$16,500	Revised Budget	\$50,648 /
PROGRAM SUMMARY							
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i> *****							

Under the Case Management component of its Ryan White Part A contract with the Alameda County Office of AIDS Administration, LifeLong Medical Care will provide a range of client-centered services that link clients with health care, psychosocial, and other services through a plan that ensures timely and coordinated access to services. The primary population served under this contract will be HIV positive, low-income, MSM, minority, and uninsured patients with mental health and/or substance abuse disorders.

A dedicated medical case manager (social worker) will provide case management services to this patient population, with support from the HIV physician and nurse practitioner, as well as other clinic providers and staff as needed. All services will be provided at LifeLong's Berkeley Primary Care (BPC) clinic, located at 2001 Dwight Way in Berkeley. General clinic hours are Monday through Friday, 8:15 am to 5 pm with extended Tuesday evening hours from 5:15pm to 7:45pm.

Services provided under this contract will include: initial assessment of service needs; development of a comprehensive, individualized service plan; coordination of services required to implement the plan; client monitoring to assess the efficacy of the plan; and periodic re-evaluation and adaptation of the plan as necessary over the life of the client.

Handwritten:
8-16-14
EW
8/15/14

UAA SCOPE OF WORK (SOW) FY 2014 - 2015

CONTRACTOR:		LifeLong Medical Care	SERVICE CATEGORY:	Medical Case Management		
MAIN PROGRAM GOAL:		To provide coordinated services that improve the health, well being, and quality of life of persons with HIV/AIDS.				
INDICATORS:	95% of clients with HIV infection will have a medical visit with an HIV specialist every six months. 70% of clients with HIV infection will have be screened and referred (if appropriate) for oral health services. 95% of clients with HIV infection will be screened and referred (if appropriate) to mental health and/or substance abuse services. 70% of clients with HIV infection will have a case management plan consistent with established standards that include a medical treatment plan			UDC	41	Amended UDC/UOS
				UOS	3,348 One UOS = 15 minutes	
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF	EVALUATION
(Minimum of 3 listed in order of importance)		(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)		Objectives to be completed by?	Who on will provide services?	How will objectives attainment be tracked?
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF	EVALUATION
By February 28, 2015, 95% of clients with HIV infection will have a medical visit with an HIV specialist every six months.		1	Case Manager (CM) will provide comprehensive assessments of all new patients for medical visits and explain the importance of regular primary care visits to each patient.	3/1/14-2/28/15	Case Manager (CM)	Categorical units of service documented for monthly invoicing
		2	CM will schedule a medical visit with an HIV specialist for clients with HIV	3/1/14-2/28/15	CM	Documentation in patient files
		3	CM will monitor and keep track of clients' medical visits	3/1/14-2/28/15	CM	Categorical units of service documented for monthly invoicing
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF	EVALUATION
By February 28, 2015, 70% of clients with HIV infection will have be screened and referred (if appropriate) for oral health services.		1	Physician or PA/NP will assess whether patients need referral	3/1/14-2/28/15	Physician or PA/NP	Documentation in patient files
		2	Physician or PA/NP will provide a referral if needed	3/1/14-2/28/15	Physician or PA/NP	Documentation in patient files
		3	MA and CM will keep a record of patients referred.	3/1/14-2/28/15	MA and CM	MA and social worker reports
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3		TIMELINE	STAFF	EVALUATION

OAA SCOPE OF WORK (SOW) FY 2014 - 2015

By February 28, 2015, 95% of clients with HIV infection will be screened and referred (if appropriate) to mental health and/or substance abuse services.	1	Physician or PA/NP will assess whether patients need referral	3/1/14-2/28/15	Physician or PA/NP	Documentation in patient files
	2	Physician or PA/NP will provide a referral if needed	3/1/14-2/28/15	Physician or PA/NP	Documentation in patient files
	3	MA or CM will keep a record of patients referred.	3/1/14-2/28/15	MA or CM	Documentation in patient files
OUTCOME OBJECTIVE #4	PROCESS OBJECTIVE #4		TIMELINE	STAFF	EVALUATION
By February 28, 2015, 70% of clients with HIV infection will have a case management plan consistent with established standards that include a medical treatment plan	1	CM will provide comprehensive assessments of all new patients and current patients for a case management plan consistent with established standards	3/1/14-2/28/15	CM	Documentation in patient files
	2	CM will develop and maintain a case management plan (and medical treatment plan in collaboration with an HIV specialist	3/1/14-2/28/15	MA or CM; Physician or PA/NP	Documentation in patient files
	3	CM will maintain records of all clients with HIV infection who have a case management plan	3/1/14-2/28/15	CM	Documentation in patient files

Aug. 15.14
8/14/14



OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year .
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of th current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received.

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. Proof of HIV status
2. Proof of Residence (not immigration status)
3. Proof of Income
4. Proof of Insurance Status

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of Administrative Personnel, Operating Expenses, and Indirect Cost which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list; which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubs/forms/forms/CtrlForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st – September 30 th	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undischarged by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

Care & Treatment Contractors

FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "last resort," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing **LabTracker** must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

LIFELINE MEDICAL CARE

Agency Name

MARTY LUCHA

Printed Name, Title



Signature

4/14/14

Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

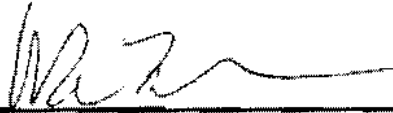
The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

LIFELONG MEDICAL CARE

AGENCY



EXECUTIVE DIRECTOR

4/14/14

DATE

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

LMC
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: Lifelong Medical Care
Contracting Department: Public Health - Office of AIDS
Contract Period: 3/1/2014 through 2/28/2015

Master Contract No: 900131
Exhibit No:
Board PO No: PHSVC -

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

Office of AIDS Administration - Budget Justification						
LIFELONG MEDICAL CARE						
BUDGET - Outpatient/Ambulatory Health Services						
Ryan White Part A 2014-2015						
For the Period Covered March 1, 2014 - February 28, 2015						
	Name	Annual Salary	FTE	Direct Cost	Indirect Cost	Total
A. Personnel						
Physician	Frances Herb	\$ 117,624	37%	\$ 43,149		\$ 43,149
Nurse Practitioner	Tad Tobias	\$ 48,880	8%	\$ 4,500		\$ 4,500
Medical Assistant	Erin McCourt	\$ 27,300	16%	\$ 4,274		\$ 4,274
			Subtotal Personnel	\$ 51,923	\$ -	\$ 51,923
B. Fringe Benefits at 28%						
			Total Fringe	\$ 15,577	\$ -	\$ 15,577
			Total Personnel	\$ 67,500	\$ -	\$ 67,500
C. Travel						
D. Contractual/Sub-contracts						
Lab & Radiology				\$ 5,000		\$ 5,000
			Total Operating	\$ 5,000	\$ -	\$ 5,000
E. Other Operating						
			Total Other Operating			
F. Total Budget						
				\$ 72,500	\$ -	\$ 72,500
Note: No more than 10 percent (10%) of contracted funds can be expended for indirect cost (administrative cost)						

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8/14/14
8/5/14
8/11/2014

LIFELONG MEDICAL CARE
BUDGET - Outpatient/Ambulatory Health Services
For the Period Covering March 1, 2014 - February 28, 2015

A. PERSONNEL **\$ 51,923**

Physician : Dr. Frances Herb

\$ 117,624.00 /year X 37% **\$ 43,149**

The Physician provides specialize primary care for patients with HIV/AIDS.

Nurse Practitioner : Tad Tobbias

\$ 48,880.00 /year X 9% **\$ 4,500**

Nurse Practitioner supports the physician by providing primary care, referrals, follow up, health education, triage, and leadership on quality improvement initiatives (i.e. IHI collaborative). As Program Coordinator, the PA manages day to day operations of services, represents program to larger agency and community, and ensures quality of services

Medical Assistant : Erin McCourt

\$ 27,300.00 /year X 16% **\$ 4,274**

The Medical Assistant prepares patient rooms and takes vital signs

B. FRINGE BENEFITS @ 30% **\$ 15,577**

Includes FICA @7.65%, worker's comp, health insurance and dental and retirement

C. Travel **\$ -**

D. Contractual/Sub-contract **\$ 5,000**

Lab and Diagnostic: Initial tests for new HIV patients to include; Virology RNA, Helper/Suppressor T Cells, Virology Testing, Toxoplasma AB IgM, Glucose-6-Phosphate, Serological Antibody Test, Venipuncture, Triglycerides, Comprehensive Metabolic Panel, and RPR

E. Other Operating

F. Total Personnel & Operating Expenses **\$ 72,500**

G. Total Budget **\$ 72,500**

Handwritten signatures and dates:
 R. 11.14
 10/8/14
 10/25/14

Office of AIDS Administration
OUTPATIENT/AMBULATORY MEDICAL CARE
 Reimbursable Fee Schedule
 2014 - 2015

CONTRACTOR:	LifeLong Medical Care RW Part A	
RYAN WHITE S:	\$72,500	

1. NUMBER OF PLANNED CLIENT ENCOUNTERS	Rate	Total
New Clients (<i>new to your agency</i>)	5	\$170
Continuing Clients (<i>known clients receiving ongoing care</i>)	88	\$170
TOTAL CLIENTS	93	Total
		\$15,810

2. LAB & DIAGNOSTICS (\$600 per client per year)	UDC	Rate	Total
Number of Unduplicated Clients (<i>UDC</i>)	24	\$600	\$14,400
TOTAL UDC	24	Total	\$14,400

3. ENHANCED SERVICES	UOS	Rates	Total
Interdisciplinary (<i>face-to-face per 15 minutes</i>)	2506	\$15	\$37,590
Coordination of Care (<i>per 25 minutes</i>)	188	\$25	\$4,700
TOTAL UOS	2694	TOTAL	\$42,290

4. TOTALS OF ROWS 1-3	GRAND TOTAL	\$72,500
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5. DEFINITIONS:

New Clients: Are new to your agency and may be beginning initial medical care.

Continuing Clients: Are known clients of your agency who are receiving ongoing medical care.

Lab & Diagnostic: HIV/AIDS diagnostic labs and test associated with ongoing care (i.e. viral load, T-cell count etc.)

Interdisciplinary: Any consultation between multiple providers from different disciplines about a common client.

Coordination of Care: Monitoring and follow-up on patient health status through patient assessment, education, consultation, referrals and counseling.

UOS: Units of Service

UDC: Unduplicated Clients

Office of AIDS Administration - Budget Justification

LIFELONG MEDICAL CARE

BUDGET - Medical Case Management

Ryan White Part A 2014-2015

For the Period Covered March 1, 2014 - February 28, 2015

	Name	Salary Annual	FTE	Direct Cost	Indirect Cost	Total
A. Personnel						
Physician	Frances Herb	\$ 117,524	3%	\$ -	\$ 3,895	\$ 3,895
Program Coordinator	Ted Tobbias	\$ 45,880	15%	\$ 7,102		\$ 7,102
Patient Care Coordinator	Erin McCourt	\$ 27,300	25%	\$ 6,785		\$ 6,785
Patient Care Coordinator	Shari Gleicher	\$ 45,864	10%	\$ 4,705		\$ 4,705
Case Manager (BSW) *	TBH starting Oc'14	\$ 43,680	33%	\$ 14,560		\$ 14,560
Referral Specialist	Martha Hodgebeth	\$ 28,704	7%	\$ 1,912		\$ 1,912
*This person will work for 5 months @ 80% FTE						
		Subtotal Personnel		\$ 35,065	\$ 3,895	\$ 38,960
B. Fringe Benefits at 30%		Total Fringe		\$ 10,519	\$ 1,169	\$ 11,688
		Total Personnel		\$ 45,584	\$ 5,064	\$ 50,648
C. Travel						
				\$ -	\$ -	\$ -
D. Contractual/Sub-contracts						
				\$ -	\$ -	\$ -
E. Furniture & Fixture/Equipment						
				\$ -	\$ -	\$ -
F. Supplies						
				\$ -	\$ -	\$ -
G. Other Operating Expenses						
H. Total Personnel & Operating Expenses				\$ 45,584	\$ 5,064	\$ 50,648
I. Total Budget				\$ 45,584	\$ 5,064	\$ 50,648
Note: No more than 10 percent (10%) of contracted funds can be expended for indirect cost (administrative cost)						

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 9-1-2014
 9/10/14
 9/10/2014

LIFELONG MEDICAL CARE
BUDGET - Medical Case Management
For the Period Covering March 1, 2014 - February 28, 2015

A. PERSONNEL **\$ 38,960**

Physician	:	Dr. Frances Herb	
<hr/>		<hr/>	
\$ 117,624.00 /year	X	3%	\$ 3,895

Helps conduct intake assessments, including medical screening. In collaboration with the Case Manager, helps develop Individual Service Plans. Participates in multidisciplinary team meetings and case conferences regarding all aspects of patient care.

Program Coordinator	:	Tad Tobbias	
<hr/>		<hr/>	
\$ 48,880.00 /year	X	15%	\$ 7,102

The Nurse Practitioner reviews intake assessments, supervises and collaborates with development of treatment plans, screens for behavioral health risk factors, provides risk reduction counseling, provides education/referrals to PCRS.

Patient Care Coordinator	:	Erin McCourt	
<hr/>		<hr/>	
\$ 27,300.00 /year	X	25%	\$ 6,785

The Co-Patient Care Coordinators will work as a team to provide Case Management services, conduct intake

Patient Care Coordinator	:	Shari Gleicher	
<hr/>		<hr/>	
\$ 45,864.00 /year	X	10%	\$ 4,705

The Co-Patient Care Coordinators will work as a team to provide Case Management services, conduct intake assessments with physician and physician's assistant to develop treatment plans, participates in IHI and other quality improvement projects, and coordinate peer support group.

LIFELONG MEDICAL CARE
BUDGET - Medical Case Management
For the Period Covering March 1, 2014 - February 28, 2015

A. PERSONNEL **\$ 38,960**

Physician	:	Dr. Frances Herb	
\$	117,624.00 /year	X	3%
			\$ 3,895

Program Coordinator	:	Tad Tobbias	
\$	48,880.00 /year	X	15%
			\$ 7,102

The Nurse Practitioner reviews intake assessments, supervises and collaborates with development of treatment plans, screens for behavioral health risk factors, provides risk reduction counseling, provides education/referrals to PCRS.

Patient Care Coordinator	:	Erin McCourt	
\$	27,300.00 /year	X	25%
			\$ 6,785

The Co-Patient Care Coordinators will work as a team to provide Case Management services, conduct intake assessments with

Patient Care Coordinator	:	Shari Gleicher	
\$	45,864.00 /year	X	10%
			\$ 4,705

The Co-Patient Care Coordinators will work as a team to provide Case Management services, conduct intake assessments with physician and physician's assistant to develop treatment plans, participates in IHI and other quality improvement projects, and coordinate peer support group.

Case Manager	:	TBH	
\$	43,680.00 /year	X	33%
			\$ 14,560

The Case Manager is going to be a dedicated staff member to work on assisting those patients facing the greatest barriers to health. The goals are two fold. The first is to reduce health disparities and provide equal access to basic medical care. The second is to help stop the spread of HIV, by assisting those who pose the greatest risk for spreading the virus to remain in care and maintain their viral levels below the level at which transmission occurs. Conducts initial assessments and periodic re-assessments, including screening for mental health and substance use. In collaboration with client, develops Individual Service Plans and provides information and referral services in support of ISPs (i.e. substance abuse, housing, mental health, etc). Provides one-on-one counseling regarding psychosocial issues, nutrition, and new drug therapies. Responds to urgent needs for psychosocial services. Under protocol, reviews laboratory test results with patients (CD4 and viral load counts and adherence to medication regimen). Documents in medical record. Participates in multidisciplinary team meetings.

Referral Specialist	:	Martha Hedgebeth	
\$	28,704.00 /year	X 7%	\$ 1,912

Obtains referrals for specialists and other diagnostic outpatient procedures; utilizes managed care plans; manuals; procedures; and requirements; retrieves patient information using medical software; codes; sorts; and prioritizes referrals; performs other duties as assigned

B. FRINGE BENEFITS	@ 30%	\$ 11,688
Includes FICA @7.65%, worker's comp, health insurance and dental and retirement		

C. Travel	\$ -
D. Contractual/ sub- contracts	\$ -
E. Furniture & Fixture/ Equipment	\$ -
F. Supplies	\$ -
D. Contractual/Sub-contract	\$ -
E. Furniture & Fixture /Equipment	\$ -
G. Other Operating Expenses	\$ -
H. Total Personnel & Operating Expenses	\$ 50,648
I. Total Budget	\$ 50,648

Handwritten notes:
 9/12/14
 9/10/14
 [Signature]

II. TERMS AND CONDITIONS OF PAYMENT

Contractor shall use the following procedures in billing County for services rendered under this contract.

- a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
- b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
- c. Reimbursement for all services shall not exceed \$10,262.33 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.

Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.

In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$10,262.33 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.

Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$123,148.00 allocated by the County under this contract.

- a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost once per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E <u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured. County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies. Joint Insurance program with the association, partnership or other joint business venture included as a "Named Insured." CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	



LIFEMED-06 VVXKUMAR3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. 505 N Brand Blvd, Suite 800 Glendale, CA 91203	CONTACT NAME: PHONE (A/C No. Ext): (818) 539-2300 FAX (A/C No.): (818) 539-2301 E-MAIL: ADDRESS:
INSURED LifaLong Medical Care PO Box 11247 Berkeley, CA 94712-2247	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Insurance Alliance of CA INSURER B: NORCAL Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-TEST <input type="checkbox"/> LOC		201328735NPO	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		201328735NPO	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		201328735UMBPO	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab.		610401	4/1/2014	4/1/2015	Each Claim 1,000,000
B	Retro: 7/1/86		610401	4/1/2014	4/1/2015	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

o Professional Liability: Sexual Misconduct coverage included

o Professional Liability: Policy Retroactive date 07/01/86

Proof of General Liability, Auto Liability and Professional Liability only.

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

LIFEMED-06

VMXHAVERI

DATE (MM/DD/YYYY):

10/8/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0726293
Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc.
505 N Brand Blvd, Suite 600
Glendale, CA 91203

CONTACT NAME:

PHONE (A/C, No, Ext): (818) 539-2300

FAX (A/C, No): (818) 539-2301

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

LifeLong Medical Care
P.O. Box 11247
Berkeley, CA 94712-2247

INSURER A: Nonprofits' Insurance Alliance of CA

INSURER B: NORCAL Mutual Insurance Company 33200

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		2014-28735-NPO	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		2014-28735-NPO	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab.		610401	04/01/2014	04/01/2015	Each Claim 1,000,000
B	Retro: 7/1/86		610401	04/01/2014	04/01/2015	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

a Professional Liability: Sexual Misconduct coverage included

Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

Alameda County Public Health Department
Division of Communicable Disease Control and Prevention
Office of AIDS Administration
1000 Broadway Suite 500
Oakland, CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All Insured premises and operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

County of Alameda, its board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives



LIFEMED-06 VMXHAVERI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0726293 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 605 N Brand Blvd, Suite 600 Glendale, CA 91203	CONTACT NAME		
	PHONE (A/C, No., Ext.) (818) 539-2300	FAX (A/C, No.) (818) 539-2301	
INSURED LifeLong Medical Care PO Box 11247 Berkeley, CA 94712-2247	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Fidelity and Deposit Company of Maryland		39306
	INSURER B: Nonprofits' Insurance Alliance of CA		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL ISSR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (Per occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					PRODUCTS - COM/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS					\$
	NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Crime		CCP005821610	10/31/2012	10/31/2015	Employee Dishonesty 1,000,000
B	Directors & Officers		2014-28735-DONPO	10/01/2014	10/01/2015	Agg/Occ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER

CANCELLATION

Alameda County Public Health Department
Contracts/ Insurance OIC21921
1000 Broadway Suite 500
Oakland, CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p>County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER thur J. Gallagher & Co. Insurance Brokers of CA., Inc. 15 N Brand Blvd, Suite 600 Emeryville, CA 94603	CONTACT NAME:		
	PHONE (A/C, Nt, Ext): (818) 539-2300	FAX (A/C, No): (818) 539-2301	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Quality Comp Inc		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

OVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADOC SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY					EACH OCCURRENCE \$
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMPROP AGG \$
GEN'L AGGREGATE LIMIT APPLIES PER:					\$
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
					\$
UMBRELLA LIAB					EACH OCCURRENCE \$
<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATU-TORY LIMITS OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	0150426712	1/1/2014	1/1/2015	E.L. EACH ACCIDENT \$ 1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Incidence of coverage.

CERTIFICATE HOLDER

CANCELLATION

County of Alameda Office of AIDS Administration
1000 Broadway, Suite 310
Oakland, CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ____ 210 of OMB Circular A-133 and which expend annual Federal awards of

1. \$500,000 or more must have a single audit in accordance with § ____ 500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ____ 235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ____ 230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and LIFELONG MEDICAL CARE, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-905 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

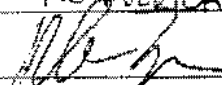
- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: LIFELONG MEDICAL CARE

By (Signature): 

Print Name: MARTY LYNCH

Title: CEO

COMMUNITY BASED ORGANIZATION **Master Contract Exhibit A and B Coversheet**

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 30756 Board PO #: PHSVC-8442
 Business Unit #: PHSVC Master Contract #: 900176 Procurement Contract #: 9887 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$5,221	\$32,308
Procurement Contract Begins 3/1/2014 To 2/28/2015						Contract Maximum	\$32,308

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **Family Support Services of the Bay Area**

Contractor Address: 401 Grand Avenue, Suite 500 BOS District:
 Oakland, CA 94610

Remittance Address: Same as above Location Number: 001

Contractor Telephone #: (510) 834-2443

Federal Tax ID#: 94-3108205

Contractor Contact Person: Lou Fox

Telephone #: (510) 834-2443

Contract Service Category: **Child Care Services**

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed **\$2,692.33** without written approval by
 OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$9,029	\$27,087	\$32,308		
Exhibit #					
Amount of Encumbrance	\$9,029	\$18,058	\$5,221		
File Date			9/9/14		
File/Item #			18129446E		
Reason	Initial Funding	Add'l Enc	Augmentation		

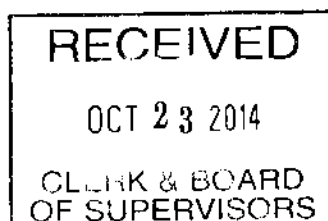
Funding Source Allocation:	Federal/CFDA #: 93-914	State	County
	\$32,308	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 10/17/14
 By: [Signature]
 Name: Muntu Davis, M.D., M.P.H.
 Title: Director and Health Officer

CONTRACTOR: Date: 9/16/14
 By: [Signature]
 Name: Lou Fox
 Title: Executive Director

(shjc:\access\Signature Coversheet FY1



SCANNED

EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **Family Support Services of the Bay Area**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900176**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category: **Child Care Services**



**Office of AIDS Administration
Ryan White Program (Part A & B)
Program Description - FY 2014 - 2015**

AGENCY INFORMATION			
Agency Name:	Family Support Services of the Bay Area		
Mailing Address:	401 Grand Avenue, Suite 500	City:	Oakland
		Zip:	94610
Main Phone Number:	(510) 834-2443	Main Fax Number:	(510) 834-1548
Agency / Program Web Site:	www.fssba.org		
DEDICATED PROGRAM STAFF			
Primary Contact :	Shelley Crayton	Alternate Contact:	Francesca Valerian Brown
Phone Number (direct):	834-2443 x3015	Phone Number (direct):	834-2443 x3027
Fax Number:	834-1548	Fax Number:	834-1548
Email Address:	scrayton@fssba-oak.org	Email Address:	fbrown@fssba-oak.org
FTE:		FTE:	
PROGRAM INFORMATION			
Service Category:	Child Care		
Alameda County Region(s) Served :	<input type="checkbox"/> North <input type="checkbox"/> South <input type="checkbox"/> East <input type="checkbox"/> West		
Amount of Ryan White Funds:	\$27,087.00	Total Program Budget:	\$27,087.00
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment	1	2	3
	4	Amended RW Funds	Revised Budget
		\$5,221.00	\$32,308.00
PROGRAM SUMMARY			
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i> *****			

Family Support Services of the Bay Area (FSSBA) will offer child care services to caregivers residing in Alameda or Contra Costa Counties who are HIV-infected and who have children who fall in the 0-13 years age range, regardless of their children's HIV status. The program will also serve Alameda or Contra Costa County caregivers of children who are HIV-affected, regardless of the HIV status of the caregiver. Caregivers may include biological parents, relative caregivers, adoptive parents or foster parents. Childcare services provide the necessary breaks to prevent burn out, promote treatment adherence, reduce the level of stress in the family and to improve the quality of life for persons affected by HIV.

The program will provide the following continuum of options for families: **A) In-home:** child care in the home of the family via a pool of carefully screened and professionally trained providers; **B) Out-of-home:** child care in the home of a certified FSSBA provider or in the home of a licensed day care provider screened and trained by FSSBA; **C) Site-based:** child care provided at a specific site, such as a medical clinic or a support group meeting. Child care is available 24 hours per day, 7 days per week, 365 days per year.

The goals of the program are to facilitate, enhance, support or sustain the delivery, continuity or benefits of primary care health services for people living with HIV/AIDS through the provision of Child Care Services. The program seeks to allow the primary caregiver(s) time for necessary self-care and to keep medical and other personal appointments, to reduce stress, to improve family stability and to enhance the quality of family life on a long term basis. The desired outcomes include that the child remains in the family's home, the caregiver experiences no child care barriers to receiving their medical services, the family reports reduced stress and the family reports satisfaction with the child care experience.

PROGRAM SUMMARY continued

Child care services will be available 24 hours per day, 7 days per week. Requests for child care will be accepted Monday-Friday, but the actual child care can occur anytime.

10/2/14
10/2/14
10/2/14

Work Plan for Family Support Services of the Bay Area

PROGRAM GOAL #1: To enhance the quality of life, reduce the level of stress in the family and to enhance family stability through the provision of available and accessible child care for Alameda and Contra Costa County families who are affected by HIV/AIDS.
#2: Increased ability to attend medical appointments and support groups.

Service Category: Child Care

Unduplicated Clients: 16

Units of service: 1,292.5 hours

Unit of Service Definition: one hour of child care per child

OUTCOME OBJECTIVES	PROCESS OBJECTIVES	TIMELINE	LEAD ROLE	EVALUATION MEASURE
OO #1: By February 28, 2015, 85% of clients will report a decrease in stress, enhanced quality of life and/or enhanced family stability.	1. Maintain a pool of 14 screened and trained providers throughout the contract period of 3/01/14 – 2/28/15 to provide in-home and out-of-home childcare to the target population	3/1/14 - 2/28/15	Director and Supervisor	Number of providers who have active personnel files.
	2. Conduct home visits or telephone assessments for 100% of families requesting in-home/out-of-home child care. Schedule in-home, site-based and out-of-home child care requests with available providers.	3/1/14 - 2/28/15	Coordinator	Completed intake information in client files and completed child care requests as noted in the database.
	3. On a quarterly basis, the Coordinator will conduct telephone check-ins with families. At the end of the contract year, evaluation surveys will be completed over the phone or mailed to families who are using or have used in-home/out-of-home child care services.	3/1/14 – 2/28/15	Coordinator	Documentation of phone call noted in database. Completed family surveys.
OO #2: Throughout the period of the contract, a minimum of 95% of all child care requests received will be filled.	1. Track all child care requests in the database and note whether they were filled or unfilled.	3/1/14 – 2/28/15	Coordinator	Statistics reported on semi-annual progress report.

Work Plan for Family Support Services of the Bay Area

	2. The Coordinator will conduct telephone check-ins with families who request in-home and out-of home child care, and discuss introducing additional providers to the family if more than 5% of their child care requests are unfilled.	As Needed	Coordinator	Documentation of phone call noted in database.
	3. Maintain a pool of at least 9 providers who can provide site-based child care at clinics, hospitals and support groups.	3/1/14 – 2/28/15	Director and Supervisor	Active personnel files.
OO #3: 80% of clients will have a medical visit every 6 months with an HIV specialist.	1. Documentation of linkage to primary care/HIV specialist for HIV-infected person(s) will be obtained during home visit assessment for 100% of families.	3/1/14 - 2/28/15	Coordinator	Completed primary care form during intake.
	2. The Coordinator will contact clients who are receiving in-home or out-of-home child care biannually and ask if they have had a medical visit with an HIV specialist during the past 6 months. Throughout the contract, provide follow-up, as needed, to encourage all clients to stay in primary care.	3/1/14 - 2/28/15	Coordinator	File notes.
	3. At the end of the contract year, a primary care questionnaire will be completed over the phone or mailed to families who are using or have used in-home/out-of-home child care services.	3/1/14 – 2/28/15	Coordinator	Completed primary care questionnaire.

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8-4-14



OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year .
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of th current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received.

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. **Proof of HIV status**
2. **Proof of Residence (not immigration status)**
3. **Proof of Income**
4. **Proof of Insurance Status**

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of Administrative Personnel, Operating Expenses, and Indirect Cost which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list; which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubsforms/forms/CtrlForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st - September 31 st	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

Care & Treatment Contractors

FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "*last resort*," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing **LabTracker** must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

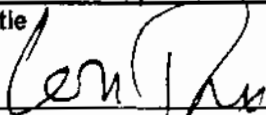
- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

Family Support Services of The Bay Area
Agency Name

Lou Fox, Executive Director
Printed Name, Title


Signature

4/8/14
Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

Family Support Services of The Bay Area
AGENCY

Wm. R. [Signature]
EXECUTIVE DIRECTOR

4/8/14
DATE

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

FSS
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **Family Support Services of the Bay Area**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900176**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

FAMILY SUPPORT SERVICES OF THE BAY AREA
BUDGET SUMMARY - CHILD CARE
For the Period Covered March 01, 2014 - February 28, 2015

A. Personnel		Annual Salary	FTE	Direct Cost	Indirect Cost	Total Amount
Director of Program Operations	Karen Einbinder	\$ 85,024	0.00%	-	517	\$ 517
Program Director	Shelley Crayton	\$ 72,665	2.25%	1,635		\$ 1,635
Program Supervisors	Francesca Brown & Kim Wong	\$ 47,957	3.56%	1,708		\$ 1,708
Child Care Coordinators	A. Major and A. Pierce	\$ 30,717	6.62%	2,034		\$ 2,034
Child Care Providers	Various Hourly Providers @ \$10.25/hr.			10,795		\$ 10,795
Program Site Assistant	Xenia Solis	\$ 32,501	1.06%	345		\$ 345
Executive Director	Lou Fox	\$ 170,209	0.720%		1,226	\$ 1,226
Director of Finance & Administration	Anne Bolla	\$ 95,474	0.720%		687	\$ 687
Administrative Manager	Aster Amose	\$ 57,172	0.720%		412	\$ 412
Accounting Manager	Gloria Mecks	\$ 59,372	0.720%		427	\$ 427
Payroll Specialist	Lynn Matsukawa	\$ 47,353	0.720%		341	\$ 341
Accounting Specialist	Joseph Kim	\$ 47,940	0.720%		345	\$ 345
Subtotal Personnel				\$ 16,517	\$ 3,955	\$ 20,472
B. Fringe Benefits at 28.2%				\$ 4,658	\$ 1,116	\$ 5,774
Total Personnel & Fringe Benefits				\$ 21,175	\$ 5,071	\$ 26,246
C. Travel				\$ 2,795	\$ -	\$ 2,795
Childcare Mileage - 5,535 miles @ \$.505 per mile				2,795		\$ 2,795
D. Contractual/Sub-contracts				\$ -	\$ 393	\$ 393
Computer Consultant - 2.25% of \$12,000 + 0.85% of \$14,500				\$ -	\$ 393	\$ 393
E. Furniture & Fixture/Equipment				\$ -	\$ 77	\$ 77
Small Furniture & Equipment - 2.25% of \$3,000 and 0.85% of \$1,200				\$ -	\$ 77	\$ 77
F. Supplies				\$ 160	\$ 99	\$ 259
Program Materials/Supplies - 2.25% of \$7,122				\$ 160		\$ 160
Office Supplies 2.25% of \$2,355 and 0.85% of \$5,412				\$ -	\$ 99	\$ 99
G. Other Operating Expenses				\$ -	\$ 2,538	\$ 2,538
Rent/Lease - 0.85% of \$145,631				\$ -	\$ 1,455	\$ 1,455
Utilities/Maintenance/Janitorial - 0.85% of \$3,300				\$ -	\$ 28	\$ 28
Communications - 2.25% of \$3,500 + 0.85% of \$8,090				\$ -	\$ 148	\$ 148
Insurance - 0.85% of \$6,490				\$ -	\$ 55	\$ 55
Postage - 2.25% of \$2,750				\$ -	\$ 62	\$ 62
Printing/Duplicating - 2.25% of \$3,500 and .85% of \$5,060				\$ -	\$ 122	\$ 122
Equipment Lease/Maintenance - 0.85% of % of \$5,500				\$ -	\$ 68	\$ 68
Recruitment/Pre-Employment Costs - 2.25% of \$4,350				\$ -	\$ 98	\$ 98
Training/Orientations - 2.25% of \$9,450 and .85% of \$2,230				\$ -	\$ 232	\$ 232
Annual Audit - 0.5% of \$26,000				\$ -	\$ 130	\$ 130
Payroll Service - 0.5% of \$28,000				\$ -	\$ 140	\$ 140
H. Total Personnel & Operating Expenses				\$ 24,130	\$ 8,178	\$ 32,308
I. Total Budget				\$ 24,130	\$ 8,178	\$ 32,308

002

8/15/14
8/13/14
8/13/14

**FAMILY SUPPORT SERVICES OF THE BAY AREA
BUDGET JUSTIFICATION – CHILD CARE – revised 7-31-14
For the Period Covered March 01, 2014 – February 28, 2015**

A. PERSONNEL

\$ 20,472

Director of Program Operations – Karen Einbinder
\$85,024/year x 0.61%

\$ 517

Karen provides overall supervision to the Oakland respite and mentoring programs and the Oakland and San Francisco Kinship programs. Twenty-seven percent (27%) of her time is spent supervising the respite program; $27\% \times 2.25\% = .61\%$.

Program Director – Shelley Crayton
\$72,665/year x 2.25%

\$ 1,635

This is a full-time position conducting home visits and telephone interviews to determine family satisfaction and service utilization. She responds to parental communications and concerns and performs community outreach, training, staff supervision, and program reporting.

Program Supervisors – Francesca Brown & Kim Wong
\$47,957/year (average) x 3.56%

\$ 1,708

Program supervisors conduct home visits and telephone assessments for all families requesting primary care status. They coordinate all group enrichment activities and perform community outreach, recruitment, training, placement, supervision of Child Care Program staff and providers.

Child Care Coordinators – Allison Major and Arnethia Pierce
\$30,717/year (average) x 6.62%

\$ 2,034

These full-time positions coordinate child care schedules, conduct home visits, conduct follow-ups with families and child care providers, make referrals for families who do not have a primary care provider, and perform data collection.

Child Care Providers – Various Hourly Providers
\$10.50/hour x 1,028 hours of child care

\$ 10,795

Child Care providers deliver in-home, out-of-home and site-based child care for families affected by HIV/AIDS.

Program Site Assistant – Xenia Solis

\$ 345

\$32,501/year x 1.06%

This is a full-time position, and is the first point of contact for all clients and child care providers. Assists with providing information and referrals for families, and coordinates training for child care providers.

Executive Director – Lou Fox \$ 1,226
\$172,209/year x 0.72%

This is a full-time position overseeing agency program development and implementation, including contract development and compliance.

Director of Finance & Administration – Leila Wong \$ 687
\$95,474/year x 0.72%

This is a full-time position overseeing finance and administration, including contract finance compliance, budget preparation, program revenue and expense reporting, audit preparation, asset and risk management, and human resource management.

Administrative Manager – Aster Amose \$ 412
\$57,172/year x 0.72%

This is a full-time position managing the personnel function, including recruitment, benefits administration, human resource training and facilitation, and the administrative support function, including facility and equipment maintenance and supervision of the Program Site Assistants.

Accounting Manager – Gloria Meeks \$ 427
\$59,372/year x 0.72%

This is a full-time position managing the general ledger, invoicing, accounts receivable, allocation of shared costs, and supervising Payroll and Accounts Payable.

Payroll Specialist – Lynn Matsukawa \$ 341
\$47,353/year x 0.72%

This is a full-time position preparing payroll, labor and benefit allocation reports, and other related fiscal functions.

Accounting Specialist – Joseph Kim \$ 345
\$47,940/year x 0.72%

This is a full-time position preparing accounts payable, assisting with payroll and general clerical support to the Finance and Administration Department.

B. Fringe Benefits**\$ 5,774**

Our fringe benefit rate averaging 28.2% consists of the following:

FICA @ 7.65% of salary = \$1,566

Unemployment Insurance – prorated share of \$376/full or part time employee = \$657

Health Benefits (Medical, Dental, Vision, Life & LTD) offered to salaried employees –
 $18.7\% \times \$12,375 = \$2,314$

Workers' Compensation Insurance @ 4.9% = \$1,003

Retirement – 2% match for employees working at least 1,000 hours/year = \$234

C. Travel**\$ 2,795**

Local Transportation/Mileage - \$2,795

Mileage costs will be incurred by the Program Supervisors and Child Care Coordinators making client home visits for initial assessments, and the Child Care Providers traveling to their assignments. (5,579 miles x \$.505)

D. Contractual/Sub-contracts**\$ 393**

Computer Consultants - \$393

Includes .85% of the cost for network maintenance x \$14,400 plus 2.25% of the computer consultant who maintains the respite client database x \$12,000/year.

Furniture & Fixture /Equipment**\$ 77**

Furniture & Equipment Purchases - \$77

Purchase of furniture and equipment budgeted at 2.25% x \$3,000 for the respite program and .85% x \$1,200 for Suite 500 at 401 Grand Ave.

F. Supplies**\$ 259**

Program Materials/Supplies - \$160

These expenses include supplies used by the Program Supervisors and the Child Care Coordinators to educate the clients and child care providers on good parenting, and health and safety practices in the home $\$7,122 \times 2.25\% = \160 .

Office Supplies - \$99

Includes office supplies used by the respite program ($\$2,355 \times 2.25\%$) plus the respite program's share of Suite 500 supplies ($\$5,412 \times .85\%$)

G. Other Operating Expenses**\$ 2,538****Rent/Lease - \$ 1,455**

The \$1,455 is the program's proportional 1.0% share of the annual facility lease cost of \$145,631. It includes the workspace of direct program staff and the common areas required for the work of the program and the agency such as conference rooms, private counseling rooms, etc.

Utilities/Maintenance/Janitorial - \$ 28

This line cost includes all utilities, janitorial services and any maintenance repair costs for the facility. The cost is calculated at the program's proportional .85% share of the annual facility cost of \$3,300.

Communications - \$ 148

These expenses include 2.25% of monthly telecommunications expense specific to the respite program (\$3,500 x 2.25%) plus the program's proportional .85% share of the Suite 500 telecommunications cost of \$8,090

Insurance - \$ 55

These expenses include general liability, professional liability, directors' and officers' liability, and employee dishonesty and crime insurance. The program's proportional share of the facility insurance cost is .85% of \$6,490

Postage - \$62

These expenses are for sending outreach materials, newsletters, correspondence and reporting activities to respite providers and families. The program's proportional share is 2.25% of the respite program's annual postage cost of \$2,750.

Printing/Duplicating - \$122

These expenses are for large volume duplication through vendors for outreach, correspondence, information flyers, evaluation and assessment forms, etc. The program's proportional share is 2.25% of the respite program's annual printing cost of \$3,500 plus .85% of the Suite 500 costs of \$5,060.

Equipment Lease/Maintenance - \$ 68

These expenses are for lease of postage machine, water dispenser, and copier, and maintenance of our copy machine and other office equipment. The program's proportional share is .85% of the facility's annual equipment lease/maintenance cost of \$5,500.

Recruitment/Pre-employment Costs - \$ 98

These expenses are for recruitment, advertising, and criminal background clearance and T.B. testing fees required for staff working with families (2.25% x 4,350).

Training/Orientation - \$ 232

This expense is for in-service training and orientation for program staff and child care providers (2.25% x \$9,450) plus .85% of agency-wide trainings charged to Suite 500 (.85% x \$2,230).

Annual Audit - \$ 130

The program's proportional share is 0.5% of the agency's annual audit cost of \$26,000.

Payroll Service - \$ 140

The program's proportional share is 0.5% of the agency's annual payroll service cost of \$28,000.

H. Total Personnel & Operating Expenses

\$ 32,308

I. Total Budget

\$ 32,308

II. TERMS AND CONDITIONS OF PAYMENT

1. Contractor shall use the following procedures in billing County for services rendered under this contract.
 - a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
 - b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
 - c. Reimbursement for all services shall not exceed \$2,692.33 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.
2. Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.
3. Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.
4. In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$2,692.33 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.
5. Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$32,308.00 allocated by the County under this contract.
6. a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost **once** per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

7. Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) 	



CERTIFICATE OF LIABILITY INSURANCE

FAMIL-2

OP ID: JT

DATE (MM/DD/YYYY)

12/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diablo Valley Insurance Agency 801 Ygnacio Valley Rd, Ste 100 Walnut Creek, CA 94596 Ted Gingrich		CONTACT NAME: Ted Gingrich PHONE (A/C, No, Ext): 925-210-1717 FAX (A/C, No): 925-210-1818 E-MAIL ADDRESS:	
INSURED Family Support Services Attn: Leila Wong 401 Grand Avenue, Ste. 500 Oakland, CA 94610		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	


COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> E&O Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	PHPK1106362	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$500 Comp <input checked="" type="checkbox"/> \$1000 Coll		PHPK1106362	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		PHUB442295	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	D&O/EPLI		PHSD864436 D&O \$2500/EPLI \$5K DED	07/30/2013	07/30/2014	D&O 1,000,000 EPLI 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Evidence of Insurance

Alameda County Public Health Dept. is named as an additional insured with respects to the General Liability
*10 days notice of non-payment of premium

CERTIFICATE HOLDER Alameda County Public Health Dept. -Admin Attn: Finance 1000 Broadway, Ste. 310 Oakland, CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Alameda County Public Health Dept.-Admin

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.



FAMISUP-01 VPXKERURKAR

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
12/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc.
605 N Brand Blvd, Suite 600
Glendale, CA 91203

CONTACT NAME:

PHONE (A/C, No, Ext): (818) 539-2300

FAX (A/C, No): (818) 539-2301

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: New York Marine And General Insurance Co 16608

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Family Support Services of the Bay Area
401 Grand Ave., Ste 500
Oakland, CA 94610

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMPO AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
							\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC20140000687	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER

Alameda County Public Health Dept.
Budget and Contract Manager
1000 Broadway Suite 500
Oakland, CA 94607

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT D
AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ____ 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ____ 500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ____ 235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ____ 230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and ~~FAMILY Support Services of the Bay Area~~ ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Family Support Services of The Bay Area

By (Signature): [Signature]

Print Name: Lou Fox

Title: Executive Director

COMMUNITY BASED ORGANIZATION

Master Contract Exhibit A and B Coversheet

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 29868 Board PO #: PHSVC-8379
 Business Unit #: PHSVC Master Contract #: 900231 Procurement Contract #: 9880 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$151,900	\$277,153
Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum							\$277,153

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **CAL-PEP**

Contractor Address: P.O. Box 71629
Oakland, CA 94612

BOS District:

Remittance Address: Same as above

Location Number: 001

Contractor Telephone #: (510) 874-7841

Federal Tax ID#: 94-2971732

Contractor Contact Person: Gloria Lockett

Telephone #: (510) 874-7841

Contract Service Category: \$ 56,000 Medical Transportation Services (\$ 16,000/\$ 40,000)
 \$ 221,153 Home and Community-based Health Services (\$ 61,803/159,350)
 \$ 277,153

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed **\$23,096.08** without written approval by
 OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$62,353	\$77,803	\$125,253	\$277,153	
Exhibit #					
Amount of Encumbrance	\$62,353	\$15,450	\$47,450	\$151,900	
File Date				9/9/14	
File/Item #				18/29446E	
Reason	Initial Funding	Augmentation	Add'l Enc	Augmentation	

Funding Source Allocation:

Federal/CFDA # : 93-914	State	County
\$277,153	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 10/17/14

By: [Signature]
 Name: **Muntu Davis, M.D., M.P.H.**

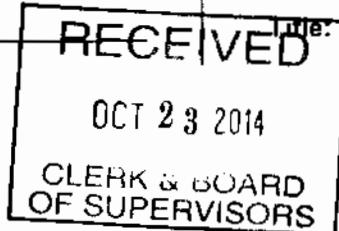
Title: **Director and Health Officer**

CONTRACTOR: Date: 10/14/2014

By: [Signature]
 Name: **Gloria Lockett**

Title: **Executive Director**

(sh)c:\access\Signature Coversheet FY1



SCANNED

EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **CAL-PEP**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900231**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category: **\$ 56,000 Medical Transportation Services (\$ 16,000/\$ 40,000)**
\$ 221,153 Home and Community-based Health Services (\$ 61,803/159,350)

\$ 277,153

**Ryan White Program
Part A (Title 1)
Program Description
FY 2014-2015**

Agency Name: California Prostitutes Education Project
Mailing Address: P.O. Box 71629, Oakland, CA 94612
DEDICATED STAFF
Program Contact Person (primary): (interim as of 10.14) Kyle Tucker Phone Number (direct line): 510-874-7850 x215 Fax Number: 510-839-6775 FTE:
Program Contact Person (alternate): Gloria Lockett or Lisa Ryan Phone Number (direct line): 510- 874-7850 x 200/211 Fax Number: 510-839-6775 FTE:
PROGRAM INFORMATION
Service Category: Transportation
Region Served: Alameda County x North South East West
Amount of E&P Funds:
Total Program Budget: \$56,000(amended award) ✓
PROGRAM SUMMARY
<p>CAL-PEP is a non-profit, community-base organization located in Oakland, California, that has provided HIV education and prevention services in Alameda county since 1984. By 2/28/15 CAL-PEP will provide culturally competent and accessible medical transportation services to underserved PLWHA residing in Alameda County.</p> <p>CAL-PEP will provide "drop off" and "pick up" transportation services to Wellness clinic sites, nutritional programs and various community locations and partner sites in Alameda County. "Pick up" and "drop off" sites will include: Highland, Allen Temple, Project Open Hand, Eastbay AIDS Center, AIDS Health Foundation, WORLD, APEB, and Providence House. In addition, CAL-PEP will recruit sites that are most that are most conducive to clients' needs. 10 hours a month will be dedicated to outreach and recruitment.</p> <p>Target Population: HIV positive men, women and young adults.</p> <p>Objectives:</p> <p>#1: By 2/28/2015, A minimum of 75 unduplicated PLWHA residing in Alameda County will be made aware of CAL-PEP medical transportation services.</p> <p>#2: By 2/28/2015, a minimum of 50 unduplicated HIV positive individuals residing in Alameda County will receive medical transportation services.</p> <p>#3: By 02/28/2015, at least 80% of clients HIV positive individuals will maintain a connection with HIV/AIDS Primary Care.</p> <p>#4: By 2/28/2015, CAL-PEP will ensure the overall quality and delivery of services provided under Medical Transportation Services.</p> <p>Program office location: 1504 Franklin Street, Suite 302, Oakland, California 94612 Hours and days of operation: Mon. 10:30am-3pm, Wednesday 10:30am-3pm, and Thursday 10:30am-3pm.</p>

10-9-15

WORKPLAN

Medical Transportation: CAL-PEP

Main Program Goal: By February 28, 2015, people living with HIV/AIDS residing in Alameda County will have access to appropriate medical transportation services.				
Program Indicator's: <ol style="list-style-type: none"> 1. Total number of individuals made aware of available services. 2. Number of individuals receiving transportation services 3. Number of one way trips conducted 4. Number of roundtrips conducted 				
Target Population: People living with HIV/AIDS (PLWHA) residing in Alameda County.				
Number of people served/units of service provided: 50 unduplicated/850 units of service				
OUTCOME OBJECTIVES	PROCESS OBJECTIVES (Minimum of 3 for each outcome objective - listed in order of importance)	TIMELINE	LEAD ROLE	EVALUATION METHOD(s)
Objective #1 Outreach/Recruitment Objective #1: By 2/28/2015, A minimum of 75 unduplicated PLWHA residing in Alameda County will be made aware of CAL-PEP medical transportation services.				
	1.1 Distribute information regarding Medical van services in areas in which the target population congregate.	3/1/2014 – 2/28/2015	CHOW, RR Counselor, Driver	Client contact sheets
	1.2 All client contacts will be properly documented on CAL-PEP's client contact sheet.	3/1/2014 – 2/28/2015	CHOW, RR Counselor, Driver	Client contact sheets
	1.3 Participant's will be provided with an overview of CAL-PEP's van services and other CAL-PEP services available.	3/1/2014 – 2/28/2015	CHOW, RR Counselor, Driver	Referral log, client contact sheet and field notes
	1.4 Expand route based on clients needs	3/1/2014 – 2/28/2015	CHOW, RR Counselor, Driver	Surveys,

Alameda County Office of AIDS Administration – For Program Year 2014-15

	1.5 Conduct three presentations to client providers detailing CAL-PEP's medical van services and other CAL-PEP services available.	3/1/2014 – 2/28/2015	CHOW, RR Counselor, Driver	Sign in sheet and field notes
Objective #2 Medical Transportation Objective #2: By 2/28/2014, a minimum of 50 unduplicated HIV positive individuals residing in Alameda County will receive medical transportation services.				
	2.1 CAL-PEP will provide a minimum of 850 units of services to at least 50 unduplicated HIV positive individual.	3/1/2014 – 2/28/2015	Driver/RR Counselor	Client contact sheet, OAA required forms and transportation log.
	2.2 CAL-PEP will provide "drop off" and "pick up" transportation services to Wellness clinic sites, nutritional programs and various community locations and partner sites in Alameda County. "Pick up" and "drop off" sites will include: Highland, Allen Temple, Project Open Hand, Eastbay AIDS Center, AIDS Health Foundation Providence House and APEB	3/1/2014 – 2/28/2015	Driver/RR Counselor	Transportation log and Referral sheets
	2.3 All clients that receive transportation services will be asked to complete a client satisfaction and service improvement survey.	3/1/2014 – 2/28/2015	Driver/RR Counselor	Questionnaire surveys
Objective #3: By 02/28/2014, at least 80% of clients HIV positive individuals will maintain a connection with HIV/AIDS Primary Care.				

Alameda County Office of AIDS Administration – For Program Year 2014-15

	3.1 All clients receiving transportation will complete a service log each trip on the medical van that include will their primary provider and last visit.	3/1/2014 – 2/28/2015	Driver/RR Counselor	Client contact sheet, OAA required forms and transportation log.
	3.2 All clients not in care will be referred to a primary care provider.	3/1/2014 – 2/28/2015	Driver/RR Counselor	Client contact sheet
	3.3 All clients referred will be tracked to ensure they are in primary care services.	3/1/2014 -- 2/28/2015	Driver/RR Counselor /Project Coordinator	Referral and linkage log sheet
ADMINISTRATION: Objective #4 By 2/28/2015 CAL-PEP will ensure the overall quality and delivery of services provided under Medical Transportation Services.				
	4.1 All data collection tools will be properly completed and managed.	3/1/2014 – 2/28/2015	All Program Staff	Program Coordinator review, Quality assurance meetings.
	4.2 All data will be entered into the ARIES data collection system.	3/1/2014 – 2/28/2015	Data Manager	Data Manager review, ARIES printout corresponds with data collection tool.
	4.3 Program reports will be submitted to the Office of AIDS Administration (OAA) within the required time frame.	3/1/2014 – 2/28/2015	Project Coordinator	Program Reports
	4.4 All clients that receive transportation services will be asked to complete a client satisfaction and service improvement survey.	3/1/2014 – 2/28/2015	Driver/RR Counselor	Questionnaire surveys



ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

Office of AIDS Administration ■ 1000 Broadway, Suite 310 ■ Oakland, CA 94607

California Prostitutes Education Project
Home & Community Based Health Services
FY 03/01/2014 – 02/28/2015
Ryan White Care Funds Part A

AGENCY INFORMATION							
Agency Name: California Prostitutes Education Project							
Mailing Address:		PO box 71629		City: Oakland		Zip: 94612	
Main Phone Number:		510.874.7850		Main Fax Number:		510.839.6775	
Agency / Program Web Site: Calpep.org							
DEDICATED PROGRAM STAFF							
Primary Contact:		Jamila Shipp		Alternate Contact:		Theodora Marzouk	
Phone Number (direct):		510.874.7850		Phone Number (direct):		510.923.9790	
Fax Number:		510.874.7850		Fax Number:		510.923.9599	
Email Address:		tmarzouk@aol.com		Email Address		tmarzouk@aol.com	
FTE:		1.0		FTE:		1.0	
PROGRAM INFORMATION							
Service Category:		Home & Community Based Health Services					
Alameda County Region(s) Served:		<input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South <input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West					
Amount of Ryan White Funds:		\$221,153		Total Program Budget:		\$221,153	
CONTRACT AMENDMENT: To be completed only if contracted deliverables have been renegotiated							
Amendment	1	2	3	4	Amended RW Funds	\$143,900	Revised Budget \$221,153 ✓
PROGRAM SUMMARY: Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.*							

CAL-PEP subcontract with CCS to provide program service delivery. The CCS program is designed to receive client referrals from social workers, doctors, and other healthcare professionals for clientele. Through this network, clients are entered into the home health care program; the registered nurse will perform an initial assessment of all clients referred in order to assess the client's emotional and physical needs. Clients will receive documented supervisory/assessment follow-up visits once a month every month while under our CARE program by the registered nurse. A plan of care is written for each client regarding the amount of attendant care determined by the social worker, doctor, or other referring agency. CCS, Inc. has a full time Client Services Coordinator, whose primary responsibility is to ensure that an appropriate attendant care provider is assigned to each client.

The targeted client populations are patients diagnosed with HIV/AIDS, who are ineligible or not currently receiving Medi-CAL services. CCS's nursing staff will assume the responsibility of educating and instructing patients regarding their medications, dietary, and nutritional needs. In addition to skilled nursing services, patients will receive Certified Nurse Aide, Home Health Aide, or nurse care services tailored to each patient's needs.

Services will include but are not limited to supervising dosage of medications, assisting with non-sterile dressings, assisting with moderate exercise or ambulation, personal hygiene/ grooming, meal preparations, and light housekeeping duties.

We also provide Home Health Aide services for patients who require 24-hour care. Services are available 7 days a week, 24 hours a day. When clients become eligible for medical, they are referred to either Nightingale Nursing or AIDS Project East Bay.

006

8/4/14

CONTRACTOR:		CAL-PEP		SERVICE CATEGORY:		Home & Community Based Health Services				
MAIN PROGRAM GOAL:		To improve the quality of life for people living with HIV/AIDS through direct home health care services								
INDICATORS:		1) Percentage of clients who have a medical visit with an HIV specialist (1) once every (6) six months, 2) percentage of clients with an RN bio-psychosocial assessment, maintaining Primary Care, and 3) Percentage of clients who self-report an increased knowledge of HIV and its progression					UDC	33	UOS	21140
OUTCOME OBJECTIVES		PROCESS OBJECTIVES			TIMELINE	STAFF		EVALUATION		
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>			<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>		<i>How will objectives attainment be tracked?</i>		
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1			TIMELINE	STAFF		EVALUATION		
By February 28, 2015 95% of clients will have had at least one (1) medical visit with an HIV specialist every six (6) months		1	Community Care Services (CCS staff will authenticate documentation of client's HIV/AIDS status, income, residency and primary care needs with Primary Care Provider (PCP))		3/01/14-2/28/15	Dir. of Patient Care Services, Skilled Nurse		LOD from PCP, Progress Notes		
		2	CCS staff will assess each client's level of need, assign an attendant and develop a POT in adherence to PCP home healthcare orders, and CCS staff will personally visit AHF & EBAC.		3/01/14-2/28/15	Care serv Coord., Skilled Nurse, Nurse Attendant		Intake assessment, Plan of Treatment (POT)		
		3	CCS staff will notify each client's PCP after home health care ends to report client's condition at the time of discharge.		3/01/14 - 2/28/15	Dir. of Patient Care Services		Medical Update Form #485, Discharge Summary		
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2			TIMELINE	STAFF		EVALUATION		
By February 28, 2015 80% of clients will have ongoing health assessments every 60 days to determine their need for: durable medical equipment, therapies (physical, speech, occupational); and/or registered dietician.		1	Send a Plan of treatment to the PCP.		3/01/14-2/28/15	Nurse Attendant, Skilled Nurse, Care serv Coord.		POT, Chart Notes, RN assessments, Client's Schedule		
		2	RN will do on-site visit to patients home every 30 days to evaluate patients' needs.		3/01/14 - 2/28/15	Nurse Attendant, Skilled Nurse		Progress Notes, Client Chart- Nurse Notes, RN assessments		
		3	Nurse Aid will turn in daily activity reports regarding any newly identified health issues of the client.		3/01/14 - 2/28/15	Attendant, Dir. of Patient Care Services		Progress Notes, Client Chart, Updated POT		
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3			TIMELINE	STAFF		EVALUATION		
By February 28, 2015 95% of clients will reduce their need for ER visits as direct result of their home healthcare services		1	CCS staff will educate clients and their affected family members on self-care to reduce ER visits for minor health issues.		3/01/14-2/28/15	Skilled Nurse		POT, Monthly Assessments		
		2	CCS staff will ensure clients will maintain medication regime and Dr's appointments.		3/01/14-2/28/15	Skilled Nurse, Care serv Coord.,		Progress Notes, POT, Client Schedule (Escort Services)		
		3	CCS staff will track, evaluate, and document client ER visits.		3/01/14 - 2/28/15	Care serv Coord., Nurse Attendant, Skilled Nurse		Client Schedule, Chart-Nurse Notes, RN assessments		

OUTCOME OBJECTIVE #4	PROCESS OBJECTIVE #4	TIMELINE	STAFF	EVALUATION
By February 28, 2015 80% of clients will have an improved or stable viral load	1 CCS registered nurse will monitor medication management and lab values.	3/01/14-2/28/15	Skilled Nurse Director of Client svcs	POT, Monthly Assessments & Lab values
	2 CCS home care attendant and RN will ensure clients practice proper nutrition; nurse aide will assist with meal preparation	3/01/14-2/28/15	Skilled Nurse, Home care attendant	Progress Notes, Monthly assessment & Lab values
	3 CCS home care attendant and RN will encourage and monitor exercise; home care attendant will assist PRN	3/01/14 - 2/28/15	Home care attendant, Skilled Nurse & Dire. Client svc.	Progress Notes, monthly assessments & Lab values
OUTCOME OBJECTIVE #5	PROCESS OBJECTIVE #5	TIMELINE	STAFF	EVALUATION
By February 28, 2015 80% of clients will be assessed for adherence to HIV medication	1 CCS registered nurse will monitor HIV medication adherence.	3/01/14-2/28/15	Skilled Nurse Director of Client svcs	POT, Monthly Assessments & Progress Notes
	2 CCS home care attendant will remind clients to take medication and ensure it is taken properly.	3/01/14-2/28/15	Home care attendant	Progress Notes
	3 CCS home care attendant and RN will report any lack of adherence to HIV specialist	3/01/14 - 2/28/15	Home care attendant, Skilled Nurse & Dire. Client svc.	Progress Notes & monthly assessments

R. J. J. 8/4/14
D. G. 4.14



OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year .
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of th current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. Proof of HIV status
2. Proof of Residence (not immigration status)
3. Proof of Income
4. Proof of Insurance Status

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of Administrative Personnel, Operating Expenses, and Indirect Cost which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list; which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubsforms/forms/CtrlIdForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st – September 30 th	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

Care & Treatment Contractors

FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "*last resort*," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing **LabTracker** must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

CAL PEP

Agency Name

Gloria Lockett

Printed Name, Title

Gloria Lockett

Signature

4/15/2014

Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

CALPEP

AGENCY

Nora C. Kitt

EXECUTIVE DIRECTOR

4/14/2014

DATE

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

CPEP
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **CAL-PEP**
Contracting Department: Public Health - Office of AIDS
Contract Period: 3/1/2014 through 2/28/2015

Master Contract No: 900231
Exhibit No:
Board PO No: PHSVC -

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

Medical Transportation Services - Van
Alameda County Office of AIDS Administration
March 1, 2014 - February 28, 2015
Amended Award Amount

A. Personnel

Position	Annual Salary	FTE	Direct Cost	Indirect Cost	Total
Program Dir: Gloria Lockett	\$ 107,800	3%		\$ 3,234	\$ 3,234
Accounting and Data Entry: Kyle Tucker	\$ 56,160	2%		\$ 1,123	\$ 1,123
Driver/RR Counselor: Clovice Gibson	\$ 36,920	65%	\$ 23,998		\$ 23,998

Subtotal			\$ 23,998	\$ 4,357	\$ 28,355
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B. Fringe Benefits (25% of Personnel Cost)			\$ 6,000	\$ 1,089	\$ 7,089
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Total Personnel			\$ 29,998	\$ 5,447	\$ 35,444
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C. Other Expenses			\$ 20,403	\$ 153	\$ 20,556
Communication			\$ 2,000		\$ 2,000
Van Maintenance/Gas/Insurance			\$ 14,859		\$ 14,859
Medical Van Insurance			\$ 3,544		\$ 3,544
Audit				\$ 153	\$ 153

Total Personnel & Operating Expenses			\$ 50,401	\$ 5,600	\$ 56,000
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10/9/14
10-9-14
10/9/14

Budget Justification

A. Personnel

Project Director: Gloria Lockett

Provides program direction and responsible for supervision of agency Staff.
Provides project oversight for all agency projects. Quality assurance for all programs.
(3.0 % FTE)

\$ 3,234

Driver/RR: Clovica Gibson

Responsible for the safe and efficient operation of the medical transportation passenger van: providing prevention and risk reduction information and referrals to passengers. Responsible for documenting and reporting client-level information and service utilization; maintaining upkeep of van to ensuring efficient operation.
(85% FTE)

\$ 23,998

Accounting and Data Entry: Kyle Tucker

Responsible for maintaining program accounts receivable, invoicing and preparing other related fiscal matters.
Also responsible for entry of data to ARIES system as necessary.(2% FTE)

\$ 1,123

Fring Benefits @ 25% of personnel cost

\$ 7,089

Van Maintenance/Gas

Funds are requested to purchase gasoline for the van and local outreach efforts. Also, to cover any cost incurred for maintenance and insurance of van.

\$ 14,859

Medical Van Insurance

Actual Medical Van Vehicle Insurance Cost(100%)

\$ 3,544

Audit

Funds requested to help toward cost of Annual Audit. Approx 1.75% of total Audit Cost
% determined based on prorata share of audit fees charged to all grants

\$ 153

Communication

Monthly service on mobile phones to enable driver to communicate with office and clients.

\$ 2,000

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10/9/14
10-9-14

Office of AIDS Administration - Budget Summary
California Prevention Education Project (CALPEP)
BUDGET - Home & Community Based Health Services
Fiscal Year Period
March 01, 2014 - February 28, 2015

	Salary Annual	FTE	Direct Cost	Indirect Cost	Total
A. Personnel					
Executive Director	G Lockett	107,800	3%	3,234	3,234
Accountant	K Tucker	56,180	10%	5,618	5,618
	Subtotal Personnel		-	8,852	8,852
B. Fringe Benefits at 25%	Total Fringe		-	2,206	2,206
	Total Personnel		-	11,058	11,058
C. Travel			-		
D. Contractual/Sub-contracts			210,095		210,095
Community Care Services			210,095		210,095
E. Furniture & Fixture/Equipment					
F. Supplies					
G. Other Operating Expenses					
H. Total Personnel & Operating Expenses			210,095	11,058	221,153
I. Total Budget			210,095	11,058	221,153

Note: No more than 10 percent (10%) of contracted funds can be expended for Indirect cost (administrative cost)

Approved 7/31/14
[Signature] 8/5/14
[Signature] 8/7/14

BUDGET JUSTIFICATION

CALIFORNIA PREVENTION EDUCATION PROJECT (CALPEP) Budget For Home & Community Based Health Services For the Period Covered March 1, 2014 – February 28, 2015 ✓

A. PERSONNEL \$ 11,068

Executive Director – Ms. Gloria Lockett \$3,234
\$107,800/year x 3 % x 12 mos.

This position provides program direction and is responsible for the supervision of agency staff. Ms. Lockett insures general overall project oversight for all agency projects and implements quality assurance for all programs.

Accountant – Kyle Tucker \$5,618
\$56,180/year x 10% x 12 mos.

Accountant prepares billings for reimbursement from OOA, monitors subcontractor fiscal compliance and medical billings.

B. Fringe Benefits \$2,206

Our fringe benefit rate is 25.9% and consists of Health Insurance (12.0%), State Unemployment Insurance (5.2%), Worker's Compensation (2.05%) Social Security (7.65%).

C. Travel

D. Contractual/Sub-Contracts \$210,095

Community Care Services will provide direct client contact and medical services.

E. Furniture and Equipment

F. Supplies

G. Other Operating Expenses

H. Total Personnel & Operating Expenses \$ 221,163

I. Total Budget \$221,163 ✓

Handwritten: 7/31/14

Handwritten: 7.31.14

Handwritten: 8/7/14

Office of AIDS

Request to Subcontract Services

Cal Pep	Period: March 1, 2014 - February 28, 2015
Program:	Funding Source: Part A

As Stipulated in the Master Contract Boilerplate, Page 3, Item 9 - Subcontracting, it is hereby requested that our program be allowed to subcontract with the agency below:

Subcontractor	Amount	Type of Service
CCS	\$210,095	

Attached are the following documents pertaining to this subcontract:

- Attachment 1 - Program Objectives**
Attachment 2 - Evaluation Requirements
Attachment 3 - Service Category Composite/Program Budget
- } PLS. REFER TO EXHIBIT A.

Gloria Lockett
Signature of Contractor

7/30/2014
Date

Gloria Lockett, Executive Director
Name and Title of Authorized Agent

Attachments
Subcontractor agrees to adhere to the terms as set forth in Exhibit A, Items # 6. Program Requirements and # 7. Reporting Requirements, of the contract.

Theresa J. Margue
Signature of Subcontractor

7/30/2014
Date

Theresa J. Margue C.E.O
Name and Title of Authorized Agent

Noted and Approved:

Paula J. Jansen
Signature of Program Manager

7/31/2014
Date

Paula J. Jansen
Unit Director

7-31-14
Date

Paula J. Jansen
Fiscal & Contract Director

8/7/14
Date

cc: Contractor
Subcontractor

Office of AIDS Administration
Community Care Services, Inc.
Home & Community Based Health Services
Ryan White Part A
FY 03/01/14 - 02/28/15 /

Cost Categories	Annual Salary	FTE	Months	Direct	Indirect	Total
A. Personnel						
T. Marzouk - PD	\$ 63,000	6.35%	12	\$ -	\$ 4,000	\$ 4,000
Registered Nurses	\$ 45,575	71.97%	12	\$ 32,800	\$ -	\$ 32,800
Field Certified Nurses Aides	\$ 99,545	119.01%	12	\$ 118,465	\$ -	\$ 118,465
S. Bivings - CSC	\$ 22,000	10.91%	12	\$ -	\$ 2,400	\$ 2,400
T. Pitts - PA	\$ 20,000	10.00%	12	\$ -	\$ 2,000	\$ 2,000
I. Idris - B/P	\$ 20,000	10.00%	12	\$ -	\$ 2,000	\$ 2,000
			<i>Subtotal</i>	\$ 151,265	\$ 10,400	\$ 161,665
B. Fringe Benefits						
			<i>Fringe</i>	\$ 37,820	\$ 2,610	\$ 40,430
Based on 25.0025%			<i>Total Personnel</i>	\$ 189,085	\$ 13,010	\$ 202,095
C. Other Operating Expenses						
Leases					\$ 4,000	\$ 4,000
Supplies, mileage, telephone, photocopy, etc.					\$ 4,000	\$ 4,000
				\$ -	\$ -	\$ -
			<i>Total Supplies</i>	\$ -	\$ 8,000	\$ 8,000
D. Total Budget						
			<i>Total Operations Budget</i>	\$ -	\$ 8,000	\$ 8,000
			<i>Total Program Budget</i>	\$ 189,085	\$ 21,010	\$ 210,095 /

Personnel Codes

PD - Program Director
Registered Nurses TBD
Field Certified Nurse TBD
CSC - Client Services Coordinator
PA - Program Assistant
B/P - Bookkeeping/Payroll

7/31/14

8/5/14
7-31-14

8/7/14

007

Community Care Services, Inc.
Budget Narrative
Home & Community Based Health Services
FY March 01, 2014 – February 28, 2015

A. Personnel		\$199,485
Program Director - Theodora Marzouk	\$4,000 (\$ 63,000 X 0.0635)	
Develops, manages and supervises program's implementation, planning, hiring, reporting of staff, oversight of sub-contractors, and financial management, reporting and to ensure compliance with contract requirements.		
Registered Nurses	\$32,800 (\$45,575 X 0.7197)	
RNs supervise CNAs and write up the client's plan of treatment, follow-up reports, and clients' monthly assessments and on the client's satisfaction with their overall care.		
Field Nurses Aides	\$118,465 (\$99,545 X 1.1901)	
A pool of up to 30 CNAs are employed to provide the day to day client care and to coordinate with the RNs that any changes in the clients health or care are immediately addressed. The number of CNAs is determined upon the number of clients enrolled into the program.		
Client Services Coordinator - ShaDawn Bivings	\$2,400 (\$22,000 X 0.1136364)	
Coordinates clients' home care services, schedules with client Registered Nurses, Certified Nurses Aides, and Home Health Aides visits and follows up with clients to monitor their provision of care.		
Program Assistant – Toni Pitts	\$2,000 (\$20,000 X 0.1)	
This position provides half backup support to CSC, and half basic administrative tasks.		
Bookkeeping/Payroll - Ibrahim Idris	\$2,000 (\$20,000 X 0.1)	
This position provides account and invoicing support through all phases of the project		
B. Fringe Benefits		\$37,820
Our fringe benefits rate based at approximately 25% and consists of Health Insurance, State Unemployment Insurance, Workers Compensation, and Social Security (FICA)		
C. Other Operating Expenses		\$10,610
Leases	\$4,000	
Expenses associated with a portion of office space rental, where staff carries out the day to day programmatic operations of the agency.		
Supplies, Mileages, Telephone, Photocopying, Postage and Printing	\$4,000	
Costs of supplies, postage and utilities, including monthly telephone, internet, facsimile and printer cost as well as lease of phone equipment. Expenses are for sending outreach materials, newsletters, correspondence and reporting activities. These costs also include Printing/Duplicating.		
Indirect Fringe Benefits	\$2,610	
D. Total Budget		\$210,095

II. TERMS AND CONDITIONS OF PAYMENT

1. Contractor shall use the following procedures in billing County for services rendered under this contract.
 - a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
 - b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
 - c. Reimbursement for all services shall not exceed \$23,096.08 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.
2. Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.
3. Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.
4. In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$23,096.08 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.
5. Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$277,153.00 allocated by the County under this contract.
6.
 - a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

 - b. Contractors providing cost-based services may be allowed to renegotiate the unit cost ~~once~~per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.
7. Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
1 Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
3 Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
2 Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
4 Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center Lic#0B29730 (415) 356-3900 135 Main Street, 21th Floor San Francisco, CA 94105	CONTACT NAME: Tobl Gundelach PHONE (A/C, No, Ext): 650.295.4655 FAX (A/C, No): 650.295.4622 E-MAIL ADDRESS: tgundelach@edgewoodins.com																					
INSURED California Prevention and Education 2811 Adeline Street Oakland, CA 94608	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Nonprofits' Ins Alliance of CA</td><td>11845</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nonprofits' Ins Alliance of CA	11845	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Nonprofits' Ins Alliance of CA	11845																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		201400372NPO	05/18/2014	05/18/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/PROP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		201400372NPO	05/18/2014	05/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		201400372UMBNPO	05/18/2014	05/18/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				IWC STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	D&O/EPLI		201400372DONPO	05/18/2014	05/18/2015	\$1,000,000
A	Social Svc Prof		201400372NPO	05/18/2014	05/18/2015	\$1,000,000
A	Liquor Liability		201400372NPO	05/18/2014	05/18/2015	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Alameda County Office of Aids Administration is named as additional insured with respect to the general liability policy.

CERTIFICATE HOLDER

CANCELLATION

Alameda County Office of Aids Administration
 Attn Al Lugtu
 1000 Broadway
 Suite 310
 Oakland, CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

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POLICY NUMBER: 201400372NPO 05/18/2014-05/18/2015

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
--

<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
--

<p>Alameda County Office of Aids Administration</p>

<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-16-2014

GROUP:
POLICY NUMBER: 1259039-2014
CERTIFICATE ID: 28
CERTIFICATE EXPIRES: 05-16-2015
05-16-2014/05-16-2015

OFFICE OF AIDS
1000 BROADWAY
OAKLAND CA 94607-4099

NB

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

A handwritten signature in black ink, appearing to read "Kurt R. LaF...".

Authorized Representative

A handwritten signature in black ink, appearing to read "Thomas E. Kane...".

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2013-05-20 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:
OFFICE OF AIDS

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 05-16-1999 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

CAL-PEP (A NON PROFIT PUBLIC BENEFIT CORP)
PO BOX 71629
OAKLAND CA 94612

EXHIBIT D
AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ___. 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ___.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ___.235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ___.230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and CAL-PEP, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Cal Pei

By (Signature): Glenn Dockett

Print Name: Glenn Dockett

Title: Executive Director

FINANCIAL RESOLUTION R-2014-293

PAGE: 1 OF 2
FILE NUMBER: 29446
MEETING DATE: 09/09/2014
ITEM NUMBER: 18
FUND: 10000

BY: 2015

The increase (decrease) in anticipated revenue, as follows:

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350905	456120	00000		\$463,784
ORG TOTAL				\$463,784

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$463,784

The increase (decrease) in appropriations, as follows:

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350905	600000	00000		\$76,899
	610000	00000		\$386,885
ORG TOTAL				\$463,784

Informational				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350200	600000	00000		\$10,576
	610000	00000		(\$10,576)
ORG TOTAL				\$0


GRAND TOTAL APPROPRIATION \$463,784

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this 9th day of, September, 2014, to wit:

AYES: Supervisors Chan, Haggerty, Miley, Valle & President Carson – 5

NOES: None

EXCUSED: None



PRESIDENT, BOARD OF SUPERVISORS

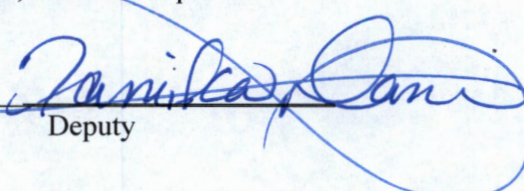
File: 29446
Agenda No: 18
Document No: R-2014-293F



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

ATTEST:

Clerk, Board of Supervisors

By: 
Deputy

COMMUNITY BASED ORGANIZATION

Master Contract Exhibit A and B Coversheet

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 14653 Board PO #: PHSVC- 8511
 Business Unit #: PHSVC Master Contract #: 900120 Procurement Contract #: 9893 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$197,962	\$593,356
Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum						\$593,356	

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **Tri-City Health Center**

Contractor Address: 1999 Mowry Avenue BOS District:
 Fremont, CA 94538

Remittance Address: Same as above Location Number: 001

Contractor Telephone #: (510) 770-8133 Federal Tax ID#: 23-7255435

Contractor Contact Person: Zettie D. Page Telephone #: (510) 770-8133

Contract Service Category: \$ 94,685 Outpatient/Ambulatory Health Services (\$ 26,728/\$ 67,957)

\$ 145,750 Medical Case Management (\$ 41,750/\$ 98,000)

\$ 192,307 Early Intervention Services (\$ 41,000/\$ 151,307)

\$ 11,000 Emergency Fin. Asst.-Food Vouchers (3/1/14 - 5/31/14)

\$ 3,000 Emergency Fin. Asst.-Utilities (3/1/14 - 5/31/14)

\$ 9,000 Housing - Emergency Assistance (3/1/14 - 5/31/14)

\$ 89,614 Mental Health Services (\$ 75,459/\$ 14,155)

\$ 20,500 Medical Transportation Services (\$ 5,167/\$ 15,333)

\$ 27,500 Psychosocial Support Services (\$ 8,000/\$ 19,500)

\$ 593,356

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed **\$49,446.33** without written approval by
 OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$210,104	\$221,104	\$395,394	\$593,356	
Exhibit #					
Amount of Encumbrance	\$210,104	\$11,000	\$174,290	\$197,962	
File Date				9/9/14	
File/Item #				1829446E	
Reason	Initial Funding	Augmentation	Add'l Enc	Augmentation	

Funding Source Allocation:	Federal/CFDA #: 93-914	State	County
	\$593,356	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 6/30/14

CONTRACTOR: Date: 9/2/14

By: [Signature]

By: [Signature]

Name: Muntu Davis, M.D., M.P.H.

Name: Zettie D. Page

Director and Health Officer

CEO

NOV 20 2014
 CLERK & BOARD
 OF SUPERVISORS

Exhibit #

EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **Tri-City Health Center**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900120**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category:
- \$ 94,685 Outpatient/Ambulatory Health Services (\$ 26,728/\$ 67,957)
 - \$ 145,750 Medical Case Management (\$ 41,750/\$ 98,000)
 - \$ 192,307 Early Intervention Services (\$ 41,000/\$151,307)
 - \$ 11,000 Emergency Fin. Asst.-Food Vouchers (3/1/14 - 5/31/14)
 - \$ 3,000 Emergency Fin. Asst.-Utilities (3/1/14 - 5/31/14)
 - \$ 9,000 Housing - Emergency Assistance (3/1/14 - 5/31/14)
 - \$ 89,614 Mental Health Services (\$ 75,459/\$ 14,155)
 - \$ 20,500 Medical Transportation Services(\$ 5,167/\$ 15,333)
 - \$ 27,500 Psychosocial Support Services (\$ 8,000/\$ 19,500)
- \$ 593,356



ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

Office of AIDS Administration • 1000 Broadway, Suite 310 • Oakland, CA 94607

Tri-City Health Center - Ambulatory Medical Care

FY 03/01/2014 – 02/28/2015

Ryan White Care Funds Part A

AGENCY INFORMATION

Agency Name:	Tri-City Health Center (TCHC)		
Mailing Address:	39184 State Street	City:	Fremont Zip: 94538
Main Phone Number:	510-739-1239	Main Fax Number:	510-739-1239
Agency Web Site:	www.tri-cityhealth.org		

DEDICATED PROGRAM STAFF

Primary Contact :	Alison Wakefield	Alternate Contact:	Gloria Preciado
Phone Number (direct):	510-252-5815	Phone Number (direct):	510-456-3504
Fax Number:	510-739-1239	Fax Number:	510-739-1239
Email Address:	awakefield@tri-cityhealth.org	Email Address	gpreciado-santana@tri-cityhealth.org
FTE:	1.0	FTE:	1.0

PROGRAM INFORMATION

Service Category:	Ambulatory Medical Care		
Alameda County Region(s) Served :	<input checked="" type="checkbox"/> North	<input checked="" type="checkbox"/> South	<input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West
Amount of Ryan White Funds:	\$80,185	Total Program Budget:	\$80,185

CONTRACT AMENDMENT: To be completed only if contracted deliverables have been renegotiated

Amendment	1	2	3	4	Amended RW Funds	14,500	Revised Budget	94,685
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PROGRAM SUMMARY: Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.

Tri-City Health Center (TCHC) will provide Ambulatory Medical Care to people living with HIV/AIDS in South, Central and Alameda County. The program's goal is to increase use of primary medical care by people with HIV/AIDS so that maximum health status can be achieved. TCHC will provide 3,390 Units of Service to 331 clients who meet the eligibility requirements for Ryan White services.

Specifically, the program will focus on the following outcome objectives by 2/28/15:

1. 95% of HIV primary medical care patients at TCHC will maintain a minimum of one appointment every six months.
2. 85% of HIV primary medical care patients who access dental care through TCHC or another dental care provider will complete a minimum of two appointments per year.
3. 85% of HIV primary medical care patients will have a viral load < 200 copies/mL.
4. 85% of HIV primary medical care patients taking HAART will participate in at least two treatment adherence counseling sessions within a 12-month period.
5. 85% of HIV primary medical care patients will be assessed for HIV risk behaviors and receive HIV risk reduction counseling and supplies.
6. 85% of HIV primary medical care patients will participate in HIV assessed for mental health and/or substance abuse services.

HIV Care Program staff, including the HIV Primary Care Coordinator, HIV Program Manager, Case Managers, Client Services Advocates, Male Services and Drop-in Clinic Supervisor, PCMC Coordinator and HIV Clinicians will work as a team to accomplish these objectives.

Progress toward these objectives will be evaluated through TCHC's electronic health records program, NexGen, completed dental appointments, ARIES, and the patient registry.

Handwritten signature and date:
8/21/14

Ambulatory Medical Care services will be provided five days a week at the TCHC site in Fremont, including one evening clinic. New location address is 1999 Mowry Ave, Suite F, Fremont.

CONTRACTOR:		Tri-City Health Center (TCHC)	SERVICE CATEGORY:	Ambulatory Medical Care			
MAIN PROGRAM GOAL:		To ensure that people living with HIV/AIDS in South, Central and East Alameda County access and maintain a connection to primary medical and dental care, adhere to treatment regimens and access other medical case management services					
INDICATORS:	% of HIV+ clients with HIV specialty visit every 6 months; % of HIV+ clients with dental visit; % of HIV+ clients with adherence counseling session every 6 months; % assessed for HIV risk behaviors			UDC	175	UOS	1,800
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF		EVALUATION
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who will provide services??</i>		<i>How will objectives attainment be tracked?</i>
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF		EVALUATION
By February 28, 2015 95% of HIV primary medical care patients at TCHC will maintain a minimum of one appointment every six months.	1	Review NexGen		3/1/14- 2/28/15	Case Managers PCMH Coordinator Male Services and Drop-in Clinic Supervisor		Appointment logs Progress notes Patient Registry
	2	Use NexGen and Patient Registry to monitor completion of appointments.		3/1/14- 2/28/15			
	3	Contact patients who do not attend appointments and address barriers to care.		3/1/14- 2/28/15			
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF		EVALUATION
By February 28, 2015 85% of HIV primary medical care patients who access dental care through TCHC or another dental care provider will have a minimum of two appointments per year.	1	Review referral process and tracking system for dental appointments		3/1/14- 2/28/15	Program Quality Assurance and Dental Coordinator PCMH Coordinator Male Services and Drop-in Clinic Supervisor		ARIES Dental appointment logs Medical appointment verification for non TCHC patients
	2	Track appointment attendance		3/1/14- 2/28/15			
	3	Follow up with patients who have fallen out of care		3/1/14- 2/28/15			
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3		TIMELINE	STAFF		EVALUATION
By February 28, 2015, 80% of HIV primary medical care patients will have a viral load < 200 copies/mL.	1	Track patient viral loads		3/1/14- 2/28/15	Primary Care Coordinator, Nurse Practitioner, Physician		Patient Lab Values NexGen
	2	Work with patients with a viral load >200 copies/mL to bring their viral load to <200 copies/mL		3/1/14- 2/28/15			
	3	Work with patients with a viral load <200 copies/mL to maintain viral suppression		3/1/14- 2/28/15			
OUTCOME OBJECTIVE #4		PROCESS OBJECTIVE #4		TIMELINE	STAFF		EVALUATION
By February 28, 2015 90% of HIV primary medical care patients taking HAART will participate in at least two	1	Use ARIES form for documenting counseling sessions.		3/1/14- 2/28/15	HIV Primary Care Coordinator HIV Clinicians PCMH Coordinator		ARIES forms and reports
	2	Deliver counseling sessions during visits.		3/1/14- 2/28/15			

TCHC Amb SOW 14-15 (REV 2)

treatment adherence counseling sessions within a 12-month period.	3	Document adherence issues, strategies to improve treatment adherence and patient progress.	3/1/14- 5/1/15		
OUTCOME OBJECTIVE #5	PROCESS OBJECTIVE #5		TIMELINE	STAFF	EVALUATION
By February 28, 2015 85% of HIV primary medical care patients will participate in HIV risk reduction counseling and receive risk reduction supplies.	1	Deliver Risk Reduction Counseling Sessions during visits..	3/1/14- 2/28/15	HIV Primary Care Coordinator HIV Clinicians PCMH Coordinator	ARIES forms and reports
	2	Provide risk reduction counseling and supplies based as appropriate.	3/1/14- 2/28/15		
	3	Use ARIES for documenting Risk Reduction Counseling sessions.	3/1/14- 2/28/15		
OUTCOME OBJECTIVE #6	PROCESS OBJECTIVE #6		TIMELINE	STAFF	EVALUATION
By February 28, 2015 85% of HIV primary medical care patients will participate in HIV assessed for mental health and/or substance abuse services.	1	Use ARIES for documenting mental health and/or substance abuse assessments.	3/1/14- 2/28/15	HIV Primary Care Coordinator HIV Clinicians PCMH Coordinator	ARIES forms and reports
	2	Document any referrals for mental health and/or substance abuse			



ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

Office of AIDS Administration ▪ 1000 Broadway, Suite 310 ▪ Oakland, CA 94607

Tri-City Health Center – Medical Case Management

FY 03/01/2014 – 02/28/2015

Ryan White Care Funds Part A

AGENCY INFORMATION								
Agency Name:		Tri-City Health Center (TCHC)						
Mailing Address:		39184 State Street	City:	Fremont	Zip: 94538			
Main Phone Number:		510-.739-.1239	Main Fax Number:		510-.739-.1239			
Agency Web Site:		www.tri-cityhealth.org						
DEDICATED PROGRAM STAFF								
Primary Contact :		Alison WakefieldRoy Coleman	Alternate Contact:		Gloria Preciado-SantanaAlison Wakefield			
Phone Number (direct):		510-252-5815 510.456.3507	Phone Number (direct):		510-456-3504 510.252.5815			
Fax Number:		510-226-5619 510.739.1239	Fax Number:		510-226-5619 510.739.1239			
Email Address:		awakefield@tri-cityhealth.org	Email Address		gpreciado-santana@tri-cityhealth.org awakefield@tri-cityhealth.org			
FTE:		1.0	FTE:		1.0			
PROGRAM INFORMATION								
Service Category:		Medical Case Management (MCM) /						
Alameda County Region(s) Served :		<input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South <input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West						
Amount of Ryan White Funds:		\$145,750	Total Program Budget:		\$145,750 ✓			
CONTRACT AMENDMENT: To be completed only if contracted deliverables have been renegotiated								
Amendment	XX	2	3	4	Amended RW Funds	\$20,500	Revised Budget	\$145,750
PROGRAM SUMMARY: Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.								

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Tri-City Health Center (TCHC) will provide MCM services to people living with HIV/AIDS in South, Central and East Alameda County. The goal is to ensure that people living with HIV/AIDS access and maintain a connection to primary medical and dental care, are screened for substance abuse and mental health issues and connected to services as needed, remain adherent to medication regimens and achieve Care Plan goals related to overcoming barriers to care in order to maximize self-sufficiency. TCHC will provide 11,660 5000 Units of Service to 350 175 Ryan White-eligible clients.

Specifically, the program will focus on achieving the following outcome objectives by 02/28/2015:2/28/14:

1. 85% of clients receiving MCM services will complete a minimum of two medical appointments per year.
2. 85% of clients receiving MCM services will be screened for substance abuse and/or mental health issues and referred to appropriate services.
3. 75% of clients receiving MCM services will participate in treatment adherence education/check-in sessions at least every three months.
4. 80% of clients will have a completed case management care plan, with evidence of progress toward self-management goals, which will be updated at least every six months.
5. 85% of clients will be assessed for HIV risk behaviors and receive HIV risk reduction counseling and supplies
6. 95 % of clients participating in medical case management will have a medical visit with an HIV specialist every 6 months
7. 70 % of clients participating in medical case management will have documented oral health referral/documentation of visit

HIV Care Program staff, including Case Managers, the HIV Primary Care Coordinator, PCMH Coordinator and the HIV Program Manager, will work as a team to accomplish these objectives.

Measures of Success will be documented through review of Client Care Plans to assess client progress toward their goals, numbers of mental health and substance abuse screenings and referrals, number of treatment adherence sessions completed, and primary medical care visits. MCM will be provided at Fremont and Hayward and Livermore agency sites, home visits as needed and by appointment at TCHC Livermore offices.

New location address is 1999 Mowry Ave, Suite F, Fremont

CONTRACTOR:		Tri-City Health Center (TCHC)	SERVICE CATEGORY:	Medical Case Management			
MAIN PROGRAM GOAL:		To ensure that people living with HIV/AIDS in South, Central and East Alameda County access and maintain a connection to primary medical and dental care, adhere to treatment regimens and access other medical case management services.					
INDICATORS:	% of HIV+ clients with HIV specialty visit every 6 months; % of HIV+ clients with dental visit; % of HIV+ clients with adherence counseling session every 6 months; % assessed for HIV risk behaviors			UDC	180	UOS	6800
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF	EVALUATION	
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who will provide services?</i>	<i>How will objectives attainment be tracked?</i>	
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF	EVALUATION	
By February 28, 2015, 85% of clients receiving medical case management services will maintain a connection to primary care (minimum of 2 visits per year.	1	Conduct intake and assessment with each medical client to determine ease of accessing care and potential barriers to care.		3/1/14- 2/28/15	Case Managers	Completed Intake and Assessment forms	
	2	Work with clients to develop Care Plan goals and objectives related to remaining in care.		3/1/14- 2/28/15	Case Managers	Intake forms Care Plan Progress notes	
	3	Verify appointment completion using the NexGen and client registry; and follow-up on appointment no-shows.		3/1/14- 2/28/15	Case Managers PCMH Coordinator	Care Plan Progress notes Medical documentation	
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF	EVALUATION	
By February 28, 2015, 85% of clients receiving medical case management services will be screened for substance abuse and/or mental health issues and referred to appropriate services.	1	Conduct screening of client needs in the areas of substance abuse treatment and mental health.		3/1/14- 2/28/15	Case Managers	Assessment Care Plan	
	2	Document referrals and assistance provided in order to facilitate enrollment; assess and address barriers to entering these services.		3/1/14- 2/28/15	Case Managers	Care Plan Referral log Transportation log	
	3	Confirm enrollment into treatment programs and track progress as it relates to Client Care Plan.		3/1/14- 2/28/15	Case Managers	Client chart Progress notes	
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3		TIMELINE	STAFF	EVALUATION	
By February 28, 2015, 75% of clients receiving medical case management services will participate in treatment adherence education/check-in sessions at least every three months.	1	Hold weekly case conferencing meetings with HIV Primary Care Coordinator to coordinate treatment adherence activities for clients and individualized treatment adherence plans.		3/1/14- 2/28/15	Case Managers HIV Primary Care Coord. HIV Program Manager	Meeting notes	
	2	Deliver treatment adherence/check-in sessions to clients.		3/1/14- 2/28/15	Case Managers	Progress Notes	
	3	Based on client needs, plan and hold four treatment education forums for clients during the program year.		3/1/14- 2/28/15	Case Managers HIV Program Manager	Progress Notes Forum sign-in sheets	

8-27-14
8/13/14

TCHC MCM WP 14-15 (REV 2)

CONTRACTOR:		Tri-City Health Center (TCHC)		SERVICE CATEGORY:		Medical Case Management			
MAIN PROGRAM GOAL:		To ensure that people living with HIV/AIDS in South, Central and East Alameda County access and maintain a connection to primary medical and dental care, adhere to treatment regimens and access other medical case management services.							
INDICATORS:		% of HIV+ clients with HIV specialty visit every 6 months; % of HIV+ clients with dental visit; % of HIV+ clients with adherence counseling session every 6 months; % assessed for HIV risk behaviors				UDC	180	UOS	6800
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE		STAFF		EVALUATION	
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>		<i>Who will provide services?</i>		<i>How will objectives obtainment be tracked?</i>	
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE		STAFF		EVALUATION	
By February 28, 2015, 85% of clients receiving medical case management services will maintain a connection to primary care (minimum of 2 visits per year).		1 Conduct intake and assessment with each medical client to determine ease of accessing care and potential barriers to care.		3/1/14- 2/28/15		Case Managers		Completed Intake and Assessment forms	
		2 Work with clients to develop Care Plan goals and objectives related to remaining in care.		3/1/14- 2/28/15		Case Managers		Intake forms Care Plan Progress notes	
		3 Verify appointment completion using the NexGen and client registry; and follow-up on appointment no-shows.		3/1/14- 2/28/15		Case Managers PCMH Coordinator		Care Plan Progress notes Medical documentation	
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE		STAFF		EVALUATION	
By February 28, 2015, 85% of clients receiving medical case management services will be screened for substance abuse and/or mental health issues and referred to appropriate services.		1 Conduct screening of client needs in the areas of substance abuse treatment and mental health.		3/1/14- 2/28/15		Case Managers		Assessment Care Plan	
		2 Document referrals and assistance provided in order to facilitate enrollment; assess and address barriers to entering these services.		3/1/14- 2/28/15		Case Managers		Care Plan Referral log Transportation log	
		3 Confirm enrollment into treatment programs and track progress as it relates to Client Care Plan.		3/1/14- 2/28/15		Case Managers		Client chart Progress notes	
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3		TIMELINE		STAFF		EVALUATION	
By February 28, 2015, 75% of clients receiving medical case management services will participate in treatment adherence education/check-in sessions at least every three months.		1 Hold weekly case conferencing meetings with HIV Primary Care Coordinator to coordinate treatment adherence activities for clients and individualized treatment adherence plans.		3/1/14- 2/28/15		Case Managers HIV Primary Care Coord. HIV Program Manager		Meeting notes	
		2 Deliver treatment adherence/check-in sessions to clients.		3/1/14- 2/28/15		Case Managers		Progress Notes	
		3 Based on client needs, plan and hold four treatment education forums for clients during the program year.		3/1/14- 2/28/15		Case Managers HIV Program Manager		Progress Notes Forum sign-in sheets	

8-27-14
8/13/14



ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

Office of AIDS Administration ■ 1000 Broadway, Suite 310 ■ Oakland, CA 94607

Tri-City Health Center – Early Intervention Services

FY 03/01/2014 – 2/28/2015

Ryan White Care Funds Part A

AGENCY INFORMATION

Agency Name:	Tri-City Health Center (TCHC)			
Mailing Address:	39184 State Street	City:	Fremont	Zip: 94538
Main Phone Number:	510.739.1239	Main Fax Number:	510.739.1239	
Agency Web Site:	www.tri-cityhealth.org			

DEDICATED PROGRAM STAFF

Primary Contact :	Charlie Wilson	Alternate Contact:	Tiffany Woods
Phone Number (direct):	510.456.3505	Phone Number (direct):	510.456-3521
Fax Number:	510.739.1239	Fax Number:	510.739.1239
Email Address:	cwilson@tri-cityhealth.org	Email Address	twoods@tri-cityhealth.org
FTE:	1.0	FTE:	1.0

PROGRAM INFORMATION

Service Category:		Early Intervention Services							
Alameda County Region(s) Served :		<input checked="" type="checkbox"/> North		<input checked="" type="checkbox"/> South		<input checked="" type="checkbox"/> East		<input checked="" type="checkbox"/> West	
Amount of Ryan White Funds:		52,000		Total Program Budget:		52,000			
CONTRACT AMENDMENT: To be completed only if contracted deliverables have been renegotiated									
Amendment	1	2	X	4	Amended RW Funds	140,307	Revised Budget	190,307	

PROGRAM SUMMARY: Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.

Tri-City Health Center's (TCHC) Early Intervention Services are designed to increase the number of newly diagnosed and out-of-care (*spell this out before using acronym*) PLWH throughout Alameda County who enter or re-enter HIV primary medical care. Through this program TCHC will assure access to Linkage Case Management (LCM) services. The Linkage Case Managers will assess the immediate needs of PLWH and work to remove barriers to their entering care through providing two to five one-on-one sessions at agency sites as well as in the field. The sessions will focus on educating PLWH about HIV and the benefits of early intervention and treatment and on assisting the client in finding HIV medical and other services that meet their needs in terms of location, hours, staff composition and other characteristics. The target populations include African American and Latina male to female transgender women, women of all races/ethnicities, and African American and Latino MSM, focusing specifically on those under 35.

Specifically, the program will focus on the following outcome objectives by 2/28/15:

1. Establish memoranda of agreements will be established with at least 10 public and private agencies that provide HIV testing, prevention, care or other health/social service agencies.
2. 90% of newly diagnosed individuals tested at or referred to TCHC will enter into HIV primary medical care.
3. 85% of previously diagnosed HIV+ individuals who were lost to follow-up at TCHC or referred to TCHC will be identified, located and offered re-connection to care.
4. Attend monthly collaboration meetings as scheduled by OAA.

TCHC has already served 65 unduplicated/ 727 UPS PLWH through the extension period

[Signature] 8/13/14

ending 7/31. From 8/14/-2/28/15, will serve a total of 75 unduplicated PLWH: 10 newly diagnosed individuals entering HIV primary medical care; 20 previously diagnosed HIV+ individuals re-entering HIV primary medical care. 48 unduplicated PLWH: 10 transgender women, 20 MSM (5 Latino), 5 clients who are either IDU or heterosexual men, and 10 women; 80% of PLWH served will be African American or Latino. The target populations include African American and Latina male to female transgender women, women of all races/ethnicities, and African American and Latino MSM, focusing specifically on those 25-45.

Services will be provided by Linkage Case Managers, the Male Services Supervisor, and Peer Advocates. Progress towards these objectives will be evaluated through reviewing client files that will contain assessments, action steps, and progress notes. Services will be provided available five days a week at TCHC sites in Fremont, by client request at the Livermore site, satellite sites in Oakland, including motels, and SROs. Hours of service delivery will be based on client need. Staff providing these services will be available to meet with clients in the field, conduct home visits and accompany clients to appointments at various service agencies.

New location address is 1999 Mowry Ave, Suite F, Fremont

CONTRACTOR:	Tri-City Health Center (TCHC)	SERVICE CATEGORY:	Early Intervention Services					
MAIN PROGRAM GOAL:		Increase the number of newly diagnosed and out-of-care Alameda County PLWH who enter or re-enter HIV primary medical care.						
INDICATORS:	10 MOAs established with referral agencies; 10 newly diagnosed individuals entering HIV primary medical care; 20 previously diagnosed HIV+ individuals re-entering HIV primary medical care. 48 unduplicated PLWH: 10 transgender women, 20 MSM (5 Latino), 5 clients who are either IDU or heterosexual men, and 10 women; 80% of PLWH served will be African American or Latino. The target populations include African American and Latina male to female transgender women, women of all races/ethnicities, and African American and Latino MSM, focusing specifically on those 25-45.				UDC	75	UOS	1050
OUTCOME OBJECTIVES	PROCESS OBJECTIVES		TIMELINE	STAFF	EVALUATION			
<i>(Minimum of 3 listed in order of importance)</i>	<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who will provide services?</i>	<i>How will objectives obtainment be tracked?</i>			
OUTCOME OBJECTIVE #1	PROCESS OBJECTIVE #1		TIMELINE	STAFF	EVALUATION			
By February 28, 2015, memoranda of agreements will be established with at least 10 public and private agencies that provide HIV testing, prevention, care or other health/social service agencies.	1	Working in collaboration with the ACOA, finalize MOA document.	03/01/2014 – 2/28/2015	HIV Program Manager, Linkage Case Managers	# of signed MOAs; # of referrals resulting from MOAs			
	2	Meet with referral agencies to discuss MOAs and obtain commitment to sign and carry out MOA.	03/01/2014 – 2/28/2015					
	3	Follow-up on each referral of a PLWH and document outcomes of referrals.	03/01/2014 – 2/28/2015					
OUTCOME OBJECTIVE #2	PROCESS OBJECTIVE #2		TIMELINE	STAFF	EVALUATION			
By February 28, 2015, 90% of newly diagnosed individuals tested at or referred to TCHC will enter into HIV primary medical care.	1	Follow-up with each referred client until contact is established.	03/01/2014 – 2/28/2015	Linkage Case Managers/ Peer Advocates	Client files and appointment records			
	2	Conduct a minimum of five-ten sessions of Linkage Case Management, including intake, assessment of immediate needs and barriers to care, education and development of entry to care plan.	03/01/2014 – 2/28/2015					
	3	Follow-up with each client placed in care for three months after first HIV primary medical care appointment; re-refer to care as needed.	03/01/2014 – 2/28/2015					
OUTCOME OBJECTIVE #3	PROCESS OBJECTIVE #3		TIMELINE	STAFF	EVALUATION			

By February 28, 2015, 85% of previously diagnosed HIV+ individuals who were lost to follow-up at TCHC or referred to TCHC will be identified, located and offered re-connection to care.	1	Follow-up with each referred client until contact is established.	03/01/2014 – 2/28/2015	Linkage Case Managers, Peer Advocates	Client files and appointment records
	2	Conduct a minimum of five-ten sessions of Linkage Case Management, including intake, assessment of immediate needs and barriers to care, education and development of entry to care plan.	03/01/2014 – 2/28/2015		
	3	Follow-up with each client placed in care for three months after first HIV primary medical care appointment; re-refer to care as needed.	03/01/2014 – 2/28/2015		
OUTCOME OBJECTIVE #4	PROCESS OBJECTIVE #4		TIMELINE	STAFF	EVALUATION
By February 28, 2015, attend monthly collaboration meetings as scheduled by OAA.	1	Mutually agree on meeting dates.	03/01/2014 – 2/28/2015	Program Manager, Linkage Case Managers	Meeting schedule
	2	Contribute agenda items as needed.	03/01/2014 – 2/28/2015		
	3	Develop Action Plan for follow-up after meeting.	03/01/2014 – 2/28/2015		



ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

Office of AIDS Administration • 1000 Broadway, Suite 310 • Oakland, CA 94607

Tri-City Health Center – Emergency Financial Assistance/Food

FY 03/01/2014 – 05/30/2014 ✓

Ryan White Care Funds Part A

AGENCY INFORMATION

Agency Name:	Tri-City Health Center (TCHC)		
Mailing Address:	39184 State Street	City:	Fremont Zip: 94538
Main Phone Number:	510.713.6690	Main Fax Number:	510.739.1239
Agency Web Site:	www.tri-cityhealth.org		

DEDICATED PROGRAM STAFF

Primary Contact :	Alison Wakefield	Alternate Contact:	Gloria Preciado
Phone Number (direct):	510.456.3524	Phone Number (direct):	510.456.3504
Fax Number:	510.209.6982	Fax Number:	510.739.1239
Email Address:	awakefield@tri-cityhealth.org	Email Address	gpreciado-santana@tri-cityhealth.org
FTE:	1.0	FTE:	1.0

PROGRAM INFORMATION

Service Category:	Emergency Financial Assistance - Food		
Alameda County Region(s) Served :	<input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South <input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West		
Amount of Ryan White Funds:	\$11,000	Total Program Budget:	\$11,000 ✓
CONTRACT AMENDMENT: To be completed only if contracted deliverables have been renegotiated			
Amendment	1	2	3
	4	Amended RW Funds	Revised Budget

PROGRAM SUMMARY: Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.

Tri-City Health Center (TCHC) will provide Emergency Food Assistance to people living with HIV/AIDS in South, Central and Alameda County. The program's goal is to assist people living with HIV and AIDS throughout Alameda County in maintaining adequate nutrition that will assist them in staying healthy and accessing primary medical and social services. TCHC will provide 258 UOS to 40 UDC who meet the eligibility requirements for Ryan White Part C services.

Specifically, the program will focus on the following outcome objectives by : 05/30/2014

1. 85% of clients experiencing a financial emergency will maintain their access to nutritious food through receiving fresh produce and other grocery items.
- ✓ 2. 70% of clients accessing emergency food assistance will be referred to non-Ryan White funded food sources.
- ✓ 3. 90% of clients receiving emergency food will maintain a connection to primary care (minimum of 2 visits per year).

HIV Care Program staff, including the Client Services Advocates, Case Managers and medical staff will work as a team to accomplish these objectives. Clients will receive referrals to financial counseling, debt resolution services, Project Open Hand, food stamps, food pantries, benefits advocacy and other services to assist them in maintaining the finances required to meet their nutritional needs. Progress toward these objectives will be evaluated through reviewing client Care Plans, Food Assessment forms, the number of referrals made and completed, and the outcome of accessing supportive services. TCHC will accept referrals of HIV+ clients meeting Ryan White eligibility requirements from other agencies and will ask those agencies to provide appropriate eligibility documentation

Emergency Food Assistance will be provided five days a week at the agency's Fremont Office located at:

39184 State Street, Fremont, CA 94538

Monday, Wednesday, Thursday and Friday: 8:30am to 5:00pm

Tuesday: 11:00am to 7:30pm

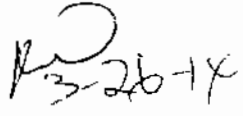
Beginning on April 1, the new location address will be 1999 Mowry Ave, Fremont

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TCHC EFA-Food WP 14-15 Redux 022014 doc1414

CONTRACTOR:		Tri-City Health Center (TCHC)	SERVICE CATEGORY:	Emergency Financial Assistance - Food			
MAIN PROGRAM GOAL:		To provide access to adequate nutrition to individuals living with HIV/AIDS in South, Central and East Alameda County.					
INDICATORS:	% of clients with access to adequate food; % of clients accessing non-Ryan White food sources; % of clients completing 1 Primary Medical Care (PMC) appointment every 3 months.			UDC	40	UOS	258
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF	EVALUATION	
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who will provide services?</i>	<i>How will objectives attainment be tracked?</i>	
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF	EVALUATION	
By May 30, 2014, 85% of clients experiencing a financial emergency will maintain their access to nutritious food through receiving fresh produce and other grocery items.	1	Assess client's financial emergency and impact on food access.		3/01/2014 – 05/30/2014	Case Manager or Client Services Advocate	Food Assessment form	
	2	Provide fresh produce and other grocery items based on client need.		03/01/2014 – 05/30/2014			
	3	Develop plan for continued non-emergency access to food.		03/01/2014 – 05/30/2014			
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF	EVALUATION	
By May 30, 2014, 70% of clients accessing emergency food assistance will refer to non-Ryan White funded food sources.	1	Assess eligibility of clients for food stamps, Project Open Hand and local food pantries.		03/01/2014 – 05/30/2014	Case Manager or Client Services Advocate	Progress notes Care Plan Referral log	
	2	Develop steps for client related to accessing services for which they are eligible.		03/01/2014 – 05/30/2014			
	3	Refer clients to supportive services that address financial needs		03/01/2014 – 05/30/2014			
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3		TIMELINE	STAFF	EVALUATION	
By May 30, 2014, 90% of clients receiving emergency food will maintain a connection to primary care (minimum of 2 visits per year).	1	Use appointment tracking system to verify visits.		03/01/2014 – 05/30/2014	Case Manager or Client Services Advocate	Appointment log	
	2	Assess barriers to receiving medical care		03/01/2014 – 05/30/2014			
	3	Provide client with supportive services that address barriers to completing appointments.		03/01/2014 – 05/30/2014			

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 3-26-14
 3/25/14



ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

Office of AIDS Administration ■ 1000 Broadway, Suite 310 ■ Oakland, CA 94607

Tri-City Health Center – Emergency Financial Assistance/Utilities

FY 03/01/2014 – 05/30/2014 ✓

Ryan White Care Funds Part A

AGENCY INFORMATION

Agency Name:	Tri-City Health Center (TCHC)		
Mailing Address:	39184 State Street	City:	Fremont
Main Phone Number:	510.739.1239	Main Fax Number:	510.739.1239
Agency Web Site:	www.tri-cityhealth.org		

DEDICATED PROGRAM STAFF

Primary Contact :	Gloria Preciado	Alternate Contact:	Alison Wakefield
Phone Number (direct):	510.456.3504	Phone Number (direct):	510.252.5815
Fax Number:	510.739.1239	Fax Number:	510.739.1239
Email Address:	gpreciado-santana@tri-cityhealth.org	Email Address	awakefield@tri-cityhealth.org
FTE:	1.0	FTE:	1.0

PROGRAM INFORMATION

Service Category:	Emergency Financial Assistance - Utilities		
Alameda County Region(s) Served :	<input checked="" type="checkbox"/> North	<input checked="" type="checkbox"/> South	<input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West
Amount of Ryan White Funds:	\$3,000	Total Program Budget:	\$3,000 ✓
CONTRACT AMENDMENT: To be completed only if contracted deliverables have been renegotiated			
Amendment	1	2	3
Amended RW Funds			
Revised Budget			

PROGRAM SUMMARY: Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.

Tri-City Health Center will provide Emergency Utilities Assistance to people living with HIV/AIDS in South, Central and Alameda County. Our goal is assist people living with HIV and AIDS in South, Central and East Alameda County in maintaining basic utilities services that assist them in staying healthy and accessing primary medical and social services. We will provide 12 Units of Service to 12 clients who meet the eligibility requirements for Ryan White Part A services.

Specifically, we will focus on the following outcome objectives by 05/30/2014: ✓

- 1. 90% of clients accessing emergency utilities assistance will avoid a utilities shut-off.
- 85 2. 70% of clients accessing emergency utilities assistance will be referred to financial management and emergency avoidance skills services.
- 90 3. 75% Clients receiving EFA-Utilities will complete a minimum of 2 primary medical visits per year.

HIV Care Program staff, including Program Quality Assurance Coordinator, Client Services Advocates, Case Managers and medical staff will work as a team to accomplish these objectives. Clients will receive ✓ referrals to financial counseling, debt resolution services, other utilities assistance programs, benefits advocacy and other services to assist them in maintaining the finances required to avoid future emergency and maintain utilities services. Progress toward these objectives will be evaluated through reviewing client Care Plans, the number of shut-offs avoided, the number of referrals made, and the outcome of accessing supportive services.

EFA Utilities will be provided five days a week at our Fremont clinic and Hayward office and by client request at our Livermore site.

Beginning on April 1, the new location address will be 1999 Mowry Ave, Fremont

Office of AIDS Administration
Tri-City Health Center
Emergency Financial Assistance - Food
Ryan White - Part A
FY 03/01/14 - 05/31/14

Cost Categories	Annual Salary	FTE	Mons	Direct	Indirect	Total
A. Personnel						
Gloria Preciado Santana - QA	\$ 46,000	6.67%	3	\$ 767		\$ 767
Andrew Gedeon - ACT	\$ 47,000	2.66%	3		313	\$ 313
				<i>Subtotal</i>	\$ 767 \$ 313	\$ 1,080
B. Fringe Benefits				<i>Fringe</i>	\$ 238 \$ 97	\$ 335
				<i>Total Personnel</i>	\$ 1,005 \$ 409	\$ 1,415
C. Travel						
Local Travel					\$ 50	\$ 50
				<i>Total Travel</i>	\$ 50	\$ 50
D. Contractual/ Subcontracts						
				<i>Total Contractual</i>	\$ -	
F. Supplies						
					\$ -	
				<i>Total Supplies</i>		
G. Other Operating Expenses						
Rent/Lease					\$ 535	\$ 535
Emergency Food Assistance				\$ 9,000	\$ -	\$ 9,000
					\$ -	\$ -
				<i>Total Other</i>	\$ 9,000 \$ 535	\$ 9,535
				<i>Total Operations Budget</i>	\$ 9,000 \$ 585	\$ 9,585
				<i>Total Program Budget</i>	\$ 10,005 \$ 994	\$ 11,000

Personnel Codes

Forsey 4/17/14

W 4-21-14

W 4/23/14

W 4/18/14

Office of AIDS Administration
Tri-City Health Center
Emergency Financial Assistance - Food
Ryan White - Part A
FY 03/01/14 - 05/31/14

A. Personnel			\$	1,080
Quality Assurance (G. Preciado-Santana)	\$11,500	6.67%	\$	767
This full-time position provides clients with food assistance based on emergency need. They are responsible for the purchase of all fresh produce, Safeway food vouchers and other emergency food assistance. Gloria is also in charge of keeping the pantry stocked and providing the actual food to clients. This is a direct cost.				
Accountant - (Andrew Gedeon)	\$11,750	2.66%	\$	313
This full-time position manages program accounts payable, invoicing, audit preparation and other related fiscal matters for this program. This line item is an indirect cost.				
B. Fringe Benefits			\$	335
Agency Fringe Benefit rate is 31% and consists of 7.65% FICA, 0.5% SUI, 17.16% Health Insurance, 2.44% Worker's Comp, 2% Retirement and 0.25% Long Term Disability.				
C. Travel			\$	50
This line item will provide for staff travel to grocery stores and other places where food pantry items are purchased. This is a indirect cost				
			\$	50
D. Contractual/ Subcontracts			\$	-
E. Furniture & Fixture/Equipment			\$	-
F. Supplies			\$	-

G. Other Operating Expenses	\$	9,535
Rent/Lease	\$	535
This is a indirect cost for rental of client and program staff office space where services are provided.		
Emergency Food Vouchers		
Emergency food assistance in the form of Safeway food vouchers, fresh produce, and basic food staples which will be provided to clients based on emergency need. All clients receiving emergency food assistance will meet the eligibility requirements for Ryan White services.		
	\$	9,000
H. Total Operations Budget	\$	9,585
I. TOTAL BUDGET	\$	11,000

R. Gasey 4/17/14

*RJ
4-21-14*

*MSB
4/23/14*

Office of AIDS Administration
Tri-City Health Center
Emergency Financial Assistance - Utilities
Ryan White - Part A
FY 03/01/14 - 05/31/14 ✓

Cost Categories	Annual Salary	FTE	Mons	Direct	Indirect	Total
A. Personnel						
Andrew Gedeon- ACT	\$ 47,000	1.34%	3		\$ 157	\$ 157
Gloria Preciado-Santana - PQAC	\$ 46,000	2.67%	3	\$ 307		\$ 307
			<i>Subtotal</i>	\$ 307	\$ 157	\$ 464
			<i>Fringe</i>	\$ 95	\$ 49	\$ 144
			<i>Total Personnel</i>	\$ 402	\$ 206	\$ 608
B. Fringe Benefits						
C. Travel						
				\$ -	\$ -	\$ -
			<i>Total Travel</i>	\$ -	\$ -	\$ -
D. Contractual/ Subcontracts						
					\$ -	\$ -
					\$ -	\$ -
			<i>Total Contractual</i>		\$ -	\$ -
E. Supplies						
				\$ -	\$ -	\$ -
					\$ -	\$ -
			<i>Total Supplies</i>	\$ -	\$ -	\$ -
G. Other Operating Expenses						
Rent/Lease					92	\$ 92
Emergency Utilities Assistance				\$ 2,300	\$ -	\$ 2,300
			<i>Total Other</i>	\$ 2,300	\$ 92	\$ 2,392
			<i>Total Operations Budget</i>	\$ 2,300	\$ 92	\$ 2,392
			<i>Total Program Budget</i>	\$ 2,702	\$ 298	\$ 3,000

Personnel Codes
ACT - Accountant

4-21-14
4/17/14
4/18/14
4/23/14

Office of AIDS Administration
Tri-City Health Center
Emergency Financial Assistance - Utilities
Ryan White - Part A
FY 03/01/14 - 05/31/14

A. Personnel			\$	464
Quality Assurance (G. Preciado-Santana)	\$11,500	2.67%	\$	307
This is a full-time position that works closely with clients who experience financial emergencies to help pay utilities bills in order to avoid a shut-off. This is a direct cost.				
Accounting (Andrew Gedcon)	\$11,750	1.34%	\$	157
This is a full-time position that manages program accounts payable, invoicing, preparing audits and other related fiscal matters for this program. This line item is an indirect cost.				
B. Fringe Benefits			\$	144
Agency Fringe Benefit rate is 31% and consists of 7.65% FICA, 0.5% SUI, 16.16% Health Insurance, 2.44% Worker's Comp,				
C. Travel				
D. Contractual/ Subcontracts			\$	-
E. Furniture & Fixture/Equipment			\$	-
F. Supplies			\$	-
G. Other Operating Expenses			\$	2,392
Rent/Lease			\$	92
This is a indirect cost for rental of client and program staff office space where services are provided.				

Emergency Utilities Assistance

These funds will be used to assist clients who experience financial emergencies to pay utilities bills in order to avoid a shut-off.

All clients receiving emergency utilities assistance will meet the eligibility requirements for Ryan White services.

\$ 2,300

H. Total Operations Budget

\$ 2,392

I. TOTAL BUDGET

\$ 3,000

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Office of AIDS Administration
Tri-City Health Center
Emergency Financial Assistance - Housing
Ryan White - Part A
FY 03/01/14 - 05/30/14

Cost Categories	Annual Salary	FTE	Mons	Direct	Indirect	Total	
A. Personnel							
Andrew Gedeon- ACT	\$ 47,000	2.78%	3		\$ 327	\$ 327	
Evclyn Guerrero-Valencia-CA	\$ 46,000	6.67%	3	\$ 767		\$ 767	
Gloria Preciado Santana - CA	\$ 46,000	6.91%	3	\$ 795		\$ 795	795
					\$ -		
					\$ -		
<i>Subtotal</i>				\$ 1,562	\$ 327	\$ 1,888	
<i>Fringe</i>				\$ 485	\$ 101	\$ 586	
<i>Total Personnel</i>				\$ 2,047	\$ 428	\$ 2,475	
B. Fringe Benefits							
C. Travel							
					\$ -	\$ -	
<i>Total Travel</i>				\$ -	\$ -	\$ -	
D. Contractual/ Subcontracts							
					\$ -	\$ -	
<i>Total Contractual</i>					\$ -	\$ -	
F. Supplies							
					\$ -	\$ -	
<i>Total Supplies</i>					\$ -	\$ -	
G. Other Operating Expenses							
Rent/Lease					\$ 425	\$ 425	
Emergency Housing Assistance				\$ 6,100		\$ 6,100	
<i>Total Other</i>				\$ 6,100	\$ 425	\$ 6,525	
<i>Total Operations Budget</i>				\$ 6,100	\$ 425	\$ 6,525	\$ -
<i>Total Program Budget</i>				\$ 8,147	\$ 853	\$ 9,000	

Personnel Codes

ACT - Accountant
CA - Client Advocate

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4/17/14
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4/18/14
4/24/14

Office of AIDS Administration
Tri-City Health Center
Emergency Financial Assistance - Housing
Ryan White - Part A
FY 03/01/14 - 05/30/14

A. Personnel				\$ 1,889
Accountant (A. Gedeon)	\$11,750	3 months	2.78%	\$ 327
This is a full-time position who manages program accounts payable, invoicing, preparing audits and other related fiscal matters for this program. This line item is an indirect cost.				
Client Advocate (V. Guerrerro-Valencia)	\$11,500	3 months	6.67%	\$ 795
The Client Advocate provides housing assistance to clients in the form of rental listings and rental assistance payments. This is a direct cost.				
Client Advocate (G. Preciado-Santana)	\$11,500	3 months	6.91%	\$ 767
The Client Advocate provides housing assistance to clients in the form of rental listings and rental assistance payments. This is a direct cost.				
B. Fringe Benefits				\$ 586
Agency Fringe Benefit rate is 31% and consists of 7.65% FICA, 0.5% SUI, 17.16% Health Insurance, 2.44% Worker's Comp, 2% Retirement and 0.25% Long Term Disability.				
C. Travel				\$ -
D. Contractual/ Subcontracts				\$ -
E. Furniture & Fixture/Equipment				\$ -
F. Supplies				\$ -

G. Other Operating Expenses	\$	6,525
Rent/Lease	\$	425
This is a indirect cost for rental of client and program staff office space where services are provided.		
Emergency Housing Assistance		
Emergency housing assistance in the form of rental payments, security deposit and motel vouchers, which will be provided to clients based on emergency need. All clients receiving emergency housing assistance will meet the eligibility requirements for Ryan White services.		
	\$	6,100
H. Total Operations Budget	\$	6,525
I. TOTAL BUDGET	\$	9,000

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Office of AIDS Administration
Tri-City Health Center
Mental Health
Ryan White - Part A
FY 03/01/14 - 02/28/15

Cost Categories	Annual Salary	FTE	Mons	Direct	Indirect	Total
A. Personnel						
Andrew Gedeon - ACT	\$ 47,000	4.26%	12		\$ 2,000	\$ 2,000
Graciela Fix - MHC	\$ 70,122	75.44%	12	\$ 52,901		\$ 52,901
Vacant - MHC	\$ 60,000	33.95%	6	\$ 10,186		\$ 10,186
			<i>Subtotal</i>	\$ 63,087	\$ 2,000	\$ 65,087
B. Fringe Benefits						
			<i>Fringe</i>	\$ 19,557	\$ 620	\$ 20,177
			<i>Total Personnel</i>	\$ 82,644	\$ 2,620	\$ 85,264
C. Travel						
					\$ 250	\$ 250
			<i>Total Travel</i>		\$ 250	\$ 250
D. Contractual/ Subcontracts						
						\$ -
			<i>Total Contractual</i>	\$ -	\$ -	\$ -
F. Supplies						
Office Supplies					\$ 100	\$ 100
Counseling Supplies				\$ 750		\$ 750
			<i>Total Supplies</i>	\$ 750	\$ 100	\$ 850
G. Other Operating Expenses						
Rent/Lease					\$ 1,250	\$ 1,250
Janitorial					\$ 1,000	\$ 1,000
Training Registration					\$ 1,000	\$ 1,000
			<i>Total Other</i>	\$ -	\$ 3,250	\$ 3,250
			<i>Total Operations Budget</i>	\$ 750	\$ 3,600	\$ 4,350
			<i>Total Program Budget</i>	\$ 83,394	\$ 6,220	\$ 89,614

Personnel Codes

ACT - Accountant

MHC - HIV Mental Health Clinician

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9/14/14
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Office of AIDS Administration
Tri-City Health Center
Mental Health Services
Ryan White - Part A
FY 03/01/14 - 02/28/15

A. Personnel			\$ 65,087
Mental Health Provider- MFT (Graciela Fix)	\$70,122 /year x	75.44%	\$ 52,901
This position provides individual therapy and conducts all elements involved in providing HIV mental health services, including screening/intake, comprehensive assessment, development of treatment plan, referrals and follow-up, reassessment, case closure and discharge planning.			
Accounting (A. Gedeon)	\$47,000 /year x	4.26%	\$ 2,000
This is a full-time position that manages program accounts payable, invoicing, preparing audits and other related fiscal matters for this program. This line item is an indirect cost.			
Mental Health Provider - (Vacant)	35,000 /6 months x	33.95%	\$ 10,186
This position provides individual therapy and conducts all elements involved in providing HIV mental health services, including screening/intake, comprehensive assessment, development of treatment plan, referrals and follow-up, reassessment, case closure and discharge planning.			
B. Fringe Benefits			\$ 20,177
Agency Fringe Benefit rate is 31% and consists of 7.65% FICA, 0.5% SUI, 17.16% Health Insurance, 2.44% Worker's Comp, 2% Retirement and 0.25% Long Term Disability.			
C. Travel			\$ 250
Local milcage and BART travel to outreach and meetings with clients and required meeting and trainings.			\$ 250
D. Contractual/ Subcontracts			\$ -

E. Furniture & Fixture/Equipment	\$	-
F. Supplies	\$	850
Office Supplies	\$	100
General office supplies and charts for case management files.		
Counseling Supplies		
These funds will be used to provide supplies used in therapy sessions, such as teaching aids, art supplies and other items.	\$	750
G. Other Operating Expenses	\$	3,250
Rent/Lease	\$	1,250
This is a indirect cost for rental of client and program staff office space where services are provided.		
Janitorial	\$	1,000
This is an indirect cost covering the maintenance of the space rented for client services, including janitorial supplies, utilities and maintenance costs not covered by the lease agreement		
Training/Registration	\$	1,000
These funds will cover registration fees for conferences and trainings, both local and outside of the Bay Area, for three to four trainings. The trainings will be attended by the HIV Mental Health clinician. The conference topics will be relevant to the HIV mental health program, including working with clients living with HIV and training in therapeutic techniques that will be beneficial to the HIV mental health program.		
H. Total Operations Budget	\$	4,350
I. TOTAL BUDGET	\$	89,614

Office of AIDS Administration
Tri-City Health Center
Medical Transportation
Ryan White - Part A
FY 03/01/14 - 02/28/15

Cost Categories	Annual Salary	FTE	Mons	Direct	Indirect	Total
A. Personnel						
Gloria Preciado- QA	\$ 46,000	7.61%	12	\$ 3,500	\$	3,500
Andrew Gedeon - ACT	\$ 47,000	2.13%	12		\$ 1,000	\$ 1,000
			<i>Subtotal</i>	\$ 3,500	\$ 1,000	\$ 4,500
B. Fringe Benefits						
			<i>Fringe</i>	\$ 1,085	\$ 310	\$ 1,395
			<i>Total Personnel</i>	\$ 4,585	\$ 1,310	\$ 5,895
C. Travel						
Local Travel					\$ 100	\$ 100
			<i>Total Travel</i>		\$ 100	\$ 100
D. Contractual/ Subcontracts						
					\$	-
					\$	-
			<i>Total Contractual</i>	\$ -	\$ -	\$ -
F. Supplies						
Office Supplies					\$ 185	\$ 185
			<i>Total Supplies</i>	\$ -	\$ 185	\$ 185
G. Other Operating Expenses						
Transportation Assistance				\$ 13,870	\$ -	\$ 13,870
Rent					\$ 450	\$ 450
			<i>Total Other</i>	\$ 13,870	\$ 450	\$ 14,320
			<i>Total Operations Budget</i>	\$ 13,870	\$ 735	\$ 14,605
			<i>Total Program Budget</i>	\$ 18,455	\$ 2,045	\$ 20,500

Personnel Codes

ACT - Accountant

QM- Quality Assurance Coordinator

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**Office of AIDS Administration
Tri-City Health Center
Medical Transportation Services
Ryan White - Part A
FY 03/01/14 - 02/28/15**

A. Personnel **\$ 4,500**

Quality Assurance (G. Preciado-Santana)	\$46,000 /year x	7.61%	\$	3,500
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This full-time position manages program transportation vouchers and is responsible for making sure clients have adequate transportation to there medical appointments. This line item is a direct cost.

Accounting (Andrew Gedeon)	\$47,000 /year x	2.13%	\$	1,000
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This is a full-time position that manages program accounts payable, invoicing, preparing audits and other related fiscal matters for this program. This line item is an indirect cost.

B. Fringe Benefits **\$ 1,395**

Agency Fringe Benefit rate is 31% and consists of 7.65% FICA, 0.5% SUI, 17.16% Health Insurance, 2.44% Worker's Comp, 2% Retirement and 0.25% Long Term Disability.

C. Travel **\$ 100**

This line item will provide for staff travel to the Office of AIDS and other locations to pick up transportation vouchers.	\$	100
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D. Contractual/ Subcontracts **\$ -**

E. Furniture & Fixture/Equipment **\$ -**

F. Supplies **\$ 185**

Office Supplies	\$	185
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Paper, folders, labels, portable files, storage boxes and other items used for record-keeping, creating client files, and other activities necessary for administering Medical Transportation program. This is an indirect cost

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G. Other Operating Expenses	\$	14,320
Transportation Assistance		
These funds will be used for taxi, gas, AC Transit and BART vouchers used for accessing medical and social services that maximize the health of people living with HIV.	\$	13,870
Rent/Lease		
This is a indirect cost for rental of client and program staff office space. These funds will help offset rental expenses at \$45.83 per month.	\$	450
II. Total Operations Budget	\$	14,605
I. TOTAL BUDGET	\$	20,500

Office of AIDS Administration
Tri-City Health Center
Psychosocial Support Services
Ryan White - Part A
FY 03/01/14- 02/28/15

Cost Categories	Annual Salary	FTE	Mons	Direct	Indirect	Total
A. Personnel						
C. Wright-CM	\$ 45,000	10.0%	12	\$ 4,500	\$ -	\$ 4,500
D. Herrera - HEC	\$ 40,000	10.0%	12	\$ 4,000		\$ 4,000
Alison Wakefield- PM	\$ 45,000	7.20%	1	\$ 135	\$ 135	\$ 270
Vacant - PM	\$ 75,000	5.33%	6	\$ 1,000	\$ 1,000	\$ 2,000
E. Guerrero - CM	\$ 46,000	5.98%	8	\$ 1,833		\$ 1,833
R. Coleman	\$ 52,000	10.96%	8	\$ 3,500		\$ 3,500
A. Gedeon - ACT	\$ 48,000	2.34%	8		\$ 750	\$ 750
			<i>Subtotal</i>	\$ 14,968	\$ 1,885	\$ 16,853
B. Fringe Benefits						
			<i>Fringe</i>	\$ 4,640	\$ 584	\$ 5,224
			<i>Total Personnel</i>	\$ 19,608	\$ 2,469	\$ 22,077
C. Travel						
Local Travel					\$ 423	\$ 423
			<i>Total Travel</i>		\$ 423	\$ 423
D. Contractual/ Subcontracts						
					\$ -	\$ -
			<i>Total Contractual</i>	\$ -	\$ -	\$ -
E. Furniture & Fixture/Equipment						
				\$ -	\$ -	\$ -
			<i>Total Travel</i>	\$ -	\$ -	\$ -
F. Supplies						
					\$ -	\$ -
					\$ -	\$ -
			<i>Total Supplies</i>	\$ -	\$ -	\$ -
G. Other Operating Expenses						
Group Curriculum				\$ 5,000		\$ 5,000
					\$ -	\$ -
					\$ -	\$ -
			<i>Total Other</i>	\$ 5,000	\$ -	\$ 5,000
			<i>Total Operations Budget</i>	\$ 5,423	\$ 423	\$ 5,423
			<i>Total Program Budget</i>	\$ 25,031	\$ 2,892	\$ 27,500

Personnel Codes

ACT - Accountant
CM - Case Manager
PM- Program Manager
HEC - Health Education Coordinator

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\$27,500
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9/15/14

**Office of AIDS Administration
Tri-City Health Center
Psychosocial Services
Ryan White - Part A
FY 03/01/14 - 02/28/15**

A. Personnel			\$	16,853
Case Manager (C. Wright)	\$45,000 /year x	10%	\$	4,500
This position provides psychosocial support services to Alameda clients. This position also markets the psychosocial support program to agencies who serve low-income people living with HIV who do not provide this category of service and will be responsible for conducting client education at the groups.				
Health Education Coordinator (D. Herrera)	\$40,000 /year x	10%	\$	4,000
This position provides psychosocial support services to Alameda clients. This position also markets the psychosocial support program to agencies who serve low-income people living with HIV who do not provide this category of service and will be responsible for conducting groups on medication assistance and the changes in the Low Income Health Program.				
Program Manager (A. Wakefield, MPH)	\$3,750 1 month	7.20%	\$	270
This position will provide consultation and overall supervision of the Psychosocial Program, as well as consulting with the Case Managers regarding client progress and placement into substance abuse and mental health treatment. This position will also provide Case Management to clients with issues or those who specifically request a female case manager.				
Program Manager (Vacant)	\$37,500 /6 Months	5.33%	\$	2,000
This position will provide consultation and overall supervision of the Psychosocial Program, as well as consulting with the Case Managers regarding client progress and placement into substance abuse and mental health treatment. This position will also provide Case Management to clients with issues or those who specifically request a female case manager.				
Male Services (R. Coleman)	\$34,667 /8 months	10.96%	\$	3,500
This position provides psychosocial support services to Alameda clients. This position also markets the psychosocial support program to agencies who serve low-income people living with HIV who do not provide this category of service and will be responsible for conducting client education at the groups.				
Case Manager (E. Guerro-Valencia)	\$30,667 /8 months	5.98%	\$	1,833
This position provides psychosocial support services to Alameda clients. This position also markets the psychosocial support program to agencies who serve low-income people living with HIV who do not provide this category of service and will be responsible for conducting client education at the groups.				
Accountant (A. Gedeon)	\$32,000 /8 months	2.34%		750
This is a full-time position that manages program accounts payable, invoicing, preparing audits and other related fiscal matters for this program. This line item is an indirect cost.				
B. Fringe Benefits			\$	5,224
Agency Fringe Benefit rate is 31% and consists of 7.65% FICA, 0.5% SUI, 17.16% Health Insurance, 2.44% Worker's Comp, 2% Retirement and 0.25% Long Term Disability.				
C. Travel			\$	423

Local mileage and BART travel to outreach and meetings with clients and required meeting and trainings.	\$	423
Contractual/ Subcontracts		
Furniture & Fixture/Equipment	\$	-
Supplies	\$	-
Other Operating Expenses	\$	5,000
Group Curriculum		
These funds cover the purchase of curriculum and other group based intervention programs for clients. These funds will also help purchase supplies and provide food for client groups.	\$	5,000
Total Operations Budget	\$	5,423
TOTAL BUDGET	\$	27,500

K. Casey 8/13/14

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II. TERMS AND CONDITIONS OF PAYMENT

1. Contractor shall use the following procedures in billing County for services rendered under this contract.
 - a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
 - b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
 - c. Reimbursement for all services shall not exceed \$49,446.33 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.
2. Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.
3. Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.
4. In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$49,446.33 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.
5. Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$593,356.00 allocated by the County under this contract.
6. a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost **once** per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

7. Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	



CERTIFICATE OF LIABILITY INSURANCE

TRI-HEA-01 VRXKUMAR2

DATE (MM/DD/YYYY)

4/9/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0726293 Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. 505 N Brand Blvd, Suite 600 Glendale, CA 91203		CONTACT NAME: PHONE (A/C No. Ext): (818) 539-2300 FAX (A/C No.): (818) 539-2301 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NORCAL Mutual Insurance Company	
		NAIC # 33200	
INSURED Tri-City Health Center 39500 Liberty St Fremont, CA 945382211		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		610367	04/01/2014	04/01/2015	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ Included</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMPIDP AGG</td><td>\$ Included</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ Included	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMPIDP AGG	\$ Included		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ Included																				
GENERAL AGGREGATE	\$ 3,000,000																				
PRODUCTS - COMPIDP AGG	\$ Included																				
	\$																				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			610367	04/01/2014	04/01/2015	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				
A	Professional Liab			610367	04/01/2014	04/01/2015	Per Claim 1,000,000														
A	Retro Date: 1/24/87			610367	04/01/2014	04/01/2015	Aggregate 3,000,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability: Sexual Misconduct coverage Included

County of Alameda, its Board of Supervisors and individual members thereof, and all County officers, agents, employees and volunteers are named as Additional Insured/Funding Source with respect to the operations of the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

Alameda County Health Care Services Agency
1000 Broadway, Suite 500
Oakland, CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

It is hereby understood and agreed that the policy is amended as follows:

If there is an "X" for a person or organization in a roster below for Coverage A, the Who Is Insured section of Coverage A is amended to add that person or organization with respect to Claims arising from Medical Incidents, but only if:

1. You had requested that We add the person or organization as an additional Insured prior to the report of the Claim; and
2. The Medical Incident was caused, in whole or in part, by an Insured and takes place on or after the applicable effective date shown on a roster below and before the applicable termination date shown on the Roster of Deleted Additional Insureds, or before the expiration or termination date of the policy, whichever is sooner.

If there is an "X" for a person or organization in a roster below for Coverage B, the Who Is Insured section of Coverage B is amended to add that person or organization with respect to Claims for Bodily Injury, Property Damage or Fire Damage, but only if:

1. You had requested that We add the person or organization as an additional Insured prior to the report of the Claim; and
2. The Bodily Injury, Property Damage or Fire Damage was caused, in whole or in part, by an Insured and takes place on or after the applicable effective date shown on a roster below and before the applicable termination date shown on the Roster of Deleted Additional Insureds, or before the expiration or termination date of the policy, whichever is sooner.

If there is an "X" for a person or organization in a roster below for Sexual Misconduct Liability Insurance, the Who Is Insured section of Sexual Misconduct Liability Insurance is amended to add that person or organization with respect to Claims arising from Sexual Misconduct Incidents, but only if:

1. You had requested that We add the person or organization as an additional Insured prior to the report of the Claim; and
2. The Sexual Misconduct Incident was caused, in whole or in part, by an Insured and takes place on or after the applicable effective date shown on a roster below and before the applicable termination date shown on the Roster of Deleted Additional Insureds, or before the expiration or termination date of the policy, whichever is sooner.

However, there is no coverage for the person or organization shown on a roster below if the Medical Incident, Bodily Injury, Property Damage, Fire Damage, or Sexual Misconduct Incident was caused, in whole or in part, by that person or organization or by those acting on behalf of that person or organization.

The limits of liability shown on the declarations page or applicable endorsement, applicable to the Named Insured, are shared with the persons and organizations shown on the rosters.

CPG-304R
**ROSTERS OF ADDITIONAL INSURED
FUNDING SOURCES - SHARED
LIMITS OF LIABILITY WITH THE
NAMED INSURED ENDORSEMENT**

With respect to Claims arising from Medical Incidents, if applicable, the person or organization will continue to be covered under this policy after the applicable termination date shown on the Roster of Deleted Additional Insureds, but only as described in items 1 and 2 above for Coverage A and for Claims first reported to Us during the Policy Period.

If this policy is canceled or is not renewed, all coverage will cease for Claims arising from Medical Incidents, if applicable, unless the Named Insured purchases an extended reporting period endorsement as per **PART VII, EXTENDED REPORTING PERIOD OPTION**, of the policy.

With respect to Claims arising from Sexual Misconduct Incidents, if applicable, the person or organization will continue to be covered under this policy after the applicable termination date shown on the Roster of Deleted Additional Insureds, but only as described in items 1 and 2 above for Sexual Misconduct Liability Insurance and for Claims first reported to Us during the Policy Period.

If this policy is canceled or is not renewed, or if the Sexual Misconduct Liability Insurance is canceled or non-renewed, all coverage will cease for Claims arising from Sexual Misconduct Incidents, if applicable, unless the Named Insured purchases an extended reporting period endorsement as per **PART VII, EXTENDED REPORTING PERIOD OPTION**, of the Sexual Misconduct Liability Insurance endorsement.

CPG-304R
ROSTERS OF ADDITIONAL INSURED
FUNDING SOURCES - SHARED
LIMITS OF LIABILITY WITH THE
NAMED INSURED ENDORSEMENT

Roster of Active Additional Insureds

Person/Organization	Coverage A	Coverage B	<u>Sexual Misconduct</u> Liability Insurance	Effective Date
Alameda County-BHCS, Insurance Coordinator, County of Alameda, It's Board of Supervisors, the Individual members thereof, and all County of Officers, agents, employees and volunteers are included as additional insureds.RE: 2000 Embarcadero, Suite 302, Oakland, CA 94606	X	X		04/01/2011
City of Fremont, It's elected officials, employees and agents are included as additional insured/funding source with respect to the operations of the named insured per the attached endorsement. Such insurance is primary and non- contributory; City of Fremont Human Services Dept, 3300 Capitol Ave., Bldg B.P.O. Box 5006, Fremont, CA 94537	X	X		04/01/2011
City of Fremont; It's elected officials, employees and agents; Human Services Department; 3300 Capitol Avenue; Fremont, CA 94537	X	X		07/27/2010
County of Alameda Health Care Services Agency-Measure A. County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are named as additional insureds per the attached endorsement. Attn: Jennifer Chan 1000 San Leandro Blvd, Ste 300 San Leandro, CA 94577	X	X		04/01/2011
County of Alameda Housing and Community Development Dept. County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers are included as Additional Insureds.	X	X		04/01/2012

CPG-304R
ROSTERS OF ADDITIONAL INSURED
FUNDING SOURCES - SHARED
LIMITS OF LIABILITY WITH THE
NAMED INSURED ENDORSEMENT

Regents of the University of California; HIV/AIDS Research Program; 300 Lakeside Drive, 6th Floor, Oakland, CA 94612	X	X		11/09/2010
Sisters of the Holy Family Receptionist; 159 Washington Blvd; P.O. Box 3248, Fremont, CA 94539. R.E.: 10/30/2009 Board Retreat	X	X		09/29/2009

Roster of Deleted Additional Insureds

Person/Organization	Coverage A	Coverage B	<u>Sexual Misconduct Liability Insurance</u>	Effective Date	Termination Date
N/A	N/A	N/A	N/A	N/A	N/A



CPG-304R
ROSTERS OF ADDITIONAL INSURED
FUNDING SOURCES - SHARED
LIMITS OF LIABILITY WITH THE
NAMED INSURED ENDORSEMENT

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

This endorsement when signed by NORCAL's President and Secretary at San Francisco, California shall take effect on the endorsement effective date shown below.

Issue Date:	February 7, 2014
<u>Named Insured:</u>	Tri-City Health Center
Policy Number:	610367
<u>Policy Period:</u>	April 1, 2014 to April 1, 2015
Endorsement Number:	10
Endorsement Effective Date:	April 1, 2014
Additional/Return Premium:	\$N/A

A handwritten signature in black ink, appearing to read "T. Scott Diener".

T. Scott Diener
President

A handwritten signature in black ink, appearing to read "Katherine H. Crocker".

Katherine H. Crocker
Secretary



CERTIFICATE OF LIABILITY INSURANCE

TRICI-0

OP ID: 6M

DATE (MM/DD/YYYY)

09/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Pacific Ins. Brokers License #0D79674 1330 S. Bascom Ave. San Jose, CA 95128 Robert Jennings - Filice		Phone: 408-288-6262 Fax: 408-298-7635	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
			INSURER(S) AFFORDING COVERAGE		NAIC #
			INSURER A: Great American Alliance		26832
			INSURER B: Travelers Property Casualty		25674
			INSURER C: Ohio Security Insurance		24082
			INSURER D:		
			INSURER E:		
			INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		WC0523456601	08/22/2014	08/22/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	D&O/EPL		104426474G	02/04/2014	02/04/2015	B 1,000,000
C	Employee Dishonet		BZS56215609	08/07/2014	08/07/2015	C 20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

OFFICIAL Office of AIDS Administration 1000 Broadway Suite #310 Oakland, CA 94607	AUTHORIZED REPRESENTATIVE Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
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EXHIBIT D
AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ___. 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ___.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ___.235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ___.230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and Tri-City Health Center, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Tri-City Health Center

By (Signature): 

Print Name: Zettie D Page

Title: Chief Executive Officer

Office of AIDS Administration
Tri-City Health Center
Ambulatory Medical Care
Ryan White - Part A -
FY 03/01/14 - 02/28/15

Cost Categories	Annual Salary	FTE	Mons	Direct	Indirect	Total	
A. Personnel							
A. Gedeon- ACT	\$ 47,000	4.26%	12		\$ 2,000	\$ 2,000	
G. Preciado Santana - QA	\$ 46,000	5.43%	12		\$ 2,500	\$ 2,500	
Michael Zane- PCC	\$ 80,000	41.25%	12	\$ 33,000	\$ -	\$ 33,000	
S. Bessaga CLN	\$ 175,000	10.51%	6	\$ 9,200		\$ 9,200	
B. Kautz - CLN	\$ 80,847	11.13%	8	\$ 6,000		\$ 6,000	
J. Weber PCMHC	\$ 45,000	20.00%	4	\$ 3,000	\$ -	\$ 3,000	
C Sabcron - CLN	\$ 97,760	11.51%	8	\$ 7,500		\$ 7,500	
				<i>Subtotal</i>	\$ 58,700	\$ 4,500	\$ 63,200
				<i>Fringe</i>	\$ 18,197	\$ 1,395	\$ 19,592
B. Fringe Benefits				<i>Total Personnel</i>	\$ 76,897	\$ 5,895	\$ 82,792
C. Travel							
Local Travel				\$ -	\$ -	\$ -	
				<i>Total Travel</i>	\$ -	\$ -	\$ -
D. Contractual/ Subcontracts							
					\$ -	\$ -	
					\$ -	\$ -	
					\$ -	\$ -	
				<i>Total Contractual</i>	\$ -	\$ -	
E. Furniture & Fixture/Equipment							

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Medical Equipment

	\$	-	\$	-	\$	-
<i>Total Furniture</i>	\$	-	\$	-	\$	-

F. Supplies

Medications	\$	5,000		\$	5,000
Medical Supplies	\$	4,984		\$	4,984
<i>Total Supplies</i>	\$	9,984	\$	-	\$ 9,984

G. Other Operating Expenses

Rent/Lease		\$	1,500	\$	1,500
Communication		\$	409	\$	409
				\$	-
		\$	-	\$	-
		\$	-	\$	-
<i>Total Other</i>	\$	-	\$ 1,909	\$	1,909

<i>Total Operations Budget</i>	\$	9,984	\$ 1,909	\$	11,893
<i>Total Program Budget</i>	\$	86,881	7,804	\$	94,685

Personnel Codes

ACT - Accountant
PCC- HIV Primary Care Coordinator
CLN- HIV Clinician
MA - HIV Medical Assistant
QA - Quality Assurance Coordinator
PCMHC - Patient Centered Medical Home Coordinator

9/10/14
9/16/14

**Office of AIDS Administration
Tri-City Health Center
Ambulatory Medical Care
Ryan White - Part A
FY 03/01/14 - 02/28/15**

A. Personnel			\$ 63,200
Accounting (A. Gedeon)	\$47,000 /year x	4.26%	\$ 2,000
This full-time position manages program accounts payable, invoicing, preparing audits and other related fiscal matters for this			
Quality Assurance (G. Preciado-Santana)	\$46,000 /year x	5.43%	\$ 2,500
This full-time position manages program accounts payable, invoicing, audit preparation and other related fiscal matters for this			
HIV Primary Care Coordinator (Michael Zane, RN)	\$80,000 /year x	41.25%	\$ 33,000
This position will coordinate HIV primary medical care, including working with the HIV Clinicians, patients, case managers and			
HIV Clinician (B. Kautz, NP)	\$53,898 /8 Months	11.13%	\$ 6,000
This position will provide medical care to HIV+ clients.			
HIV Clinician (S. Bessaga, MD)	\$87,500 /year x	10.51%	\$ 9,200
This position will provide medical care to HIV+ clients.			
PCMH Care Coordinator (J. Weber)	\$15,000 /4 months x	20.00%	\$ 3,000
Works closely with the physicians to optimize HIV/AIDS disease management and preventive care services related to patient care			
HIV Clinician (C. Saberon, NP)	\$65,173 /8 months x	11.51%	\$ 7,500
This position will provide medical care to HIV+ clients.			
B. Fringe Benefits			\$ 19,592
Agency Fringe Benefit rate is 31% and consists of 7.65% FICA, 0.5% SUI, 17.16% Health Insurance, 2.44% Worker's Comp, 2%			
C. Travel			\$ -

[Signature]
8/4/14

D. Contractual/ Subcontracts

E. Furniture & Fixture/Equipment \$ -

F. Supplies \$ 9,984

Medications \$ 5,000

These funds will be used to purchase medications that are not covered by ADAP, Medicare or MediCal, and which clients cannot

Medical Supplies \$ 4,984

These funds will be used to purchase vaccines, injectable medications and dietary supplements such as Ensure and vitamins that

G. Other Operating Expenses \$ 1,909

Rent/Lease \$ 1,500

These funds cover part of the lease of clinical space where HIV+ clients receive medical care. These funds will help cover the lease

Communication \$ 409

H. Total Operations Budget \$ 11,893

I. TOTAL BUDGET \$ 94,685

Office of AIDS Administration
OUTPATIENT/AMBULATORY MEDICAL CARE
 Reimbursable Fee Schedule
 2014 - 2015

CONTRACTOR:	Tri-City Health Center	
RYAN WHITE \$:	\$94,685	

1. NUMBER OF PLANNED CLIENT ENCOUNTERS	Rate		Total
New Clients (<i>new to your agency</i>)	22	\$170	\$3,740
Continuing Clients (<i>known clients receiving ongoing care</i>)	220	\$170	\$37,400
TOTAL CLIENTS	242	Total	\$41,140

2. LAB & DIAGNOSTICS (\$600 per client per year)	UDC	Rate	Total
Number of Unduplicated Clients (<i>UDC</i>)	20	\$600	\$12,000
TOTAL UDC		Total	\$12,000

3. ENHANCED SERVICES	UOS	Rates	Total
Interdisciplinary (<i>face-to-face per 15 minutes</i>)	2603	\$15	\$39,045
Coordination of Care (<i>per 25 minutes</i>)	100	\$25	\$2,500
TOTAL UOS	2603	TOTAL	\$41,545

4. TOTALS OF ROWS 1 - 3	
GRAND TOTAL	\$94,685

5. DEFINITIONS:

New Clients: Are new to your agency and may be beginning initial medical care.

Continuing Clients: Are known clients of your agency who are receiving ongoing medical care.

Lab & Diagnostic: HIV/AIDS diagnostic labs and test associated with ongoing care (i.e. viral load, T-cell count etc.)

Interdisciplinary: Any consultation between multiple providers from different disciplines about a common client.

Coordination of Care: Monitoring and follow-up on patient health status through patient assessment, education, consultation, referrals and counseling.

UOS: Units of Service

UDC: Unduplicated Clients

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Office of AIDS Administration
Tri-City Health Center
Medical Case Management
Ryan White - Part A
FY 03/01/14 - 02/28/15

Cost Categories	Annual Salary	FTE	Mons	Direct	Indirect	Total	
A. Personnel							
G. Preciado Santana - QA	\$ 46,000	20.00%	12	\$ 9,200	\$	\$ 9,200	
E. Arroyo - CM	\$ 45,000	66.00%	12	\$ 29,700	\$ -	\$ 29,700	
C. Wright CM	\$ 45,000	51.12%	12	\$ 23,006	\$ -	\$ 23,006	
A. Wakefield - PM	\$ 45,000	11.52%	1	\$ 216	\$ 216	\$ 432	
E. Guerrero - CM	\$ 46,000	44.35%	12	\$ 20,400	\$	\$ 20,400	
VACANT - PM	\$ 75,000	24.00%	6	\$ 4,500	\$ 4,500	\$ 9,000	
A Gedeon - ACT	\$ 48,000	2.08%	12		\$ 1,400	\$ 1,400	
				<i>Subtotal</i>	\$ 87,022	\$ 6,116	\$ 93,138
				<i>Fringe</i>	\$ 26,977	\$ 1,896	\$ 28,873
				<i>Total Personnel</i>	\$ 113,999	\$ 8,012	\$ 122,011
B. Fringe Benefits							
C. Travel							
Local Travel					\$ 1,517	\$ 1,517	
				<i>Total Travel</i>	\$ -	\$ 1,517	\$ 1,517
D. Contractual/ Subcontracts							
Peer Advocate							
				<i>Total Contractual</i>	\$ 17,262	\$	\$ 17,262
E. Furniture & Fixture/Equipment							
Office Furniture				\$ -	\$ 500	\$ 500	
				<i>Total Equipment</i>	\$ -	\$ 500	\$ 500
F. Supplies							
Office Supplies					\$ 300	\$ 300	
				<i>Total Supplies</i>	\$ -	\$ 300	\$ 300
G. Other Operating Expense							
Rent/Lease					\$ 1,160	\$ 1,160	
Communication					\$ 500	\$ 500	
Staff Training					\$ 2,500	\$ 2,500	
				<i>Total Other</i>	\$ -	\$ 4,160	\$ 4,160
				<i>Total Operations Budget</i>	\$ 17,262	\$ 6,477	\$ 23,739
				<i>Total Program Budget</i>	\$ 131,261	\$ 14,489	\$ 145,750

Personnel Codes

QA - Quality Assurance
CM- Case Manager
PM - HIV Program Manager
AA - Administrative Assistant
Coor - Medical Case Management Coordinator

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9/15/14
2/27/15

Office of AIDS Administration
Tri-City Health Center
Medical Case Management
Ryan White - Part A
FY 03/01/14 - 02/28/15

A. Personnel		\$ 93,138
Case Manager (G. Preciado-Santana)	\$46,000 /year x	\$ 9,200

This position conducts eligibility screening, intake and assessment with clients for the Case Management program and works with clients at the Fremont, Hayward and Livermore sites to develop care plans, coordinate services and referrals, conduct screening for mental health and substance abuse issues, provide treatment adherence counseling and works closely with clients to eliminate barriers to care. This position provides case management services in office or offsite, including home visits.

Case Manager (E. Arroyo)	\$45,000 /year x	\$ 29,700
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This position conducts eligibility screening, intake and assessment with clients for the Case Management program and works with clients at the Fremont, Hayward and Livermore sites to develop care plans, coordinate services and referrals, conduct screening for mental health and substance abuse issues, provide treatment adherence counseling and works closely with clients to eliminate barriers to care. This position provides case management services in office or offsite, including home visits.

Case Manager (C. Wright)	\$45,000 /year x	\$ 23,006
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This position conducts eligibility screening, intake and assessment with clients for the Case Management program and works with clients at the Fremont, Hayward and Livermore sites to develop care plans, coordinate services and referrals, conduct screening for mental health and substance abuse issues, provide treatment adherence counseling and works closely with clients to eliminate barriers to care. This position provides case management services in office or offsite, including home visits.

Program Manager (A. Wakefield, MPH)	\$3,750 1 month	\$ 432
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This position will provide consultation and overall supervision of the Case Management program, as well as consulting with the Case Managers regarding client progress and placement into substance abuse and mental health treatment. This position will also provide Case Management to clients with issues or those who specifically request a female case manager.

Case Manager (E. Guerreo - Valencia)	\$46,000 /year x	\$	20,400
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This position conducts eligibility screening, intake and assessment with clients for the Case Management program and works with clients at the Fremont, Hayward and Livermore sites to develop care plans, coordinate services and referrals, conduct screening for mental health and substance abuse issues, provide treatment adherence counseling and works closely with clients to eliminate barriers to care. This position provides case management services in office or offsite, including home visits.

Program Manager - VACANT	\$37,500 8 months	\$	9,000
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This position will provide consultation and overall supervision of the Case Management program; as well as consulting with the Case Managers regarding client progress and placement into substance abuse and mental health treatment. This position will also provide Case Management to clients with issues or those who specifically request a female case manager.

Accountant - (A.Gedeon)	\$48,000 / year	\$	1,400
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This is a full-time position that manages program accounts payable, invoicing, preparing audits and other related fiscal matters for this program. This line item is an indirect cost.

B. Fringe Benefits		\$	28,873
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Agency Fringe Benefit rate is 31% and consists of 7.65% FICA, 0.5% SUI, 17.16% Health Insurance, 2.44% Worker's Comp, 2% Retirement and 0.25% Long Term Disability.

C. Travel		\$	1,517
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Local mileage and BART travel to outreach and meetings with clients and required meeting and trainings.		\$	1,517
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D. Contractual/ Subcontracts		\$	17,262
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Peer Advocate
3 peer advocates x 411 hours x \$14/hr

This line-item will cover the cost of paying 3 peer educators \$14/hour to work 502 hours each conducting outreach, education and recruitment for and with MCM clients.

E. Furniture & Fixture/Equipment	\$	500
Office Furniture		
These funds will be used to purchase new office chairs for staff and clients.	\$	500
F. Supplies	\$	300
Office Supplies	\$	300
General office supplies and charts for case management files.		
G. Other Operating Expenses	\$	4,160
Rent/Lease	\$	1,160
This is a direct cost for rental of client and program staff office space where services are provided.		
Communication/Cell Phone		
These funds will be used to pay for the cell phone of one case manager. The case manager uses the cell phone to communicate with clients and also other program staff when they are in the field. Cell phone cost at \$56 per month x 12 months is \$672	\$	500
Staff Training		
These funds will cover registration fees for conferences and trainings, both local and outside of the Bay Area. The trainings will be attended by the HIV Case Management Staff. The conference topics will be relevant to the HIV care and treatment program.	\$	2,500
H. Total Operations Budget	\$	23,739
I. TOTAL BUDGET	\$	145,750

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Office of AIDS Administration
Tri-City Health Center
Early Intervention Services
Ryan White - Part A
FY 03/01/14 - 02/28/15 ✓

Cost Categories	Annual Salary	FTE	Mons	Direct	Indirect	Total
A. Personnel						
C. Wilson CM	\$49,000	100.00%	12	\$49,000		\$49,000
R. Coleman - CM	\$50,500	65.00%	12	\$32,825		\$32,825
D. Herrera -CM	\$41,000	60.00%	12	\$24,600		\$24,600
A Wakefield - PM	\$45,000	20.00%	2	\$1,500		\$1,500
A Gedeon - ACT	\$47,000	9.00%	12		4,230	\$4,230
			<i>Subtotal</i>	107,925	4,230	112,155
B. Fringe Benefits			<i>Fringe</i>	33,457	1,311	34,768
			<i>Total Personnel</i>	141,382	5,541	146,923
C. Travel						
Local Travel					2,500	2,500
			<i>Total Travel</i>		2,500	2,500
D. Contractual/ Subcontracts						
Peer Advocates						
			<i>Total Contractual</i>	21,084		21,084
F. Supplies						
Client materials and supplies				5,000		5,000
Office Supplies					1,000	1,000
			<i>Total Supplies</i>	5,000	1,000	6,000
G. Other Operating Expenses						

Agency 8/20/14
9/10/14
8-27-14

Rent/Lease		1,000	1,000
Communications		1,000	1,000
Janitorial		600	600 600
Outreach Materials	6,000		
HIV Test Kits	7,200		

<i>Total Other</i>	13,200	2,600	15,800
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<i>Total Operations Budget</i>	<u>39,284</u>	<u>6,100</u>	<u>45,384</u>
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<i>Total Program Budget</i>	180,666	11,641	192,307	192307
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Office of AIDS Administration
 Tri-City Health Center
Early Intervention Services
 Ryan White - Part A
 FY 03/01/14 - 2/28/15

A. Personnel			\$ 112,155
Linkage Case Manager (C. Wilson)	\$49,000 / year	100.00%	\$ 49,000
This position provides Linkage Case Management for PLWH who remain out of care by establishing relationships with public and private entities, referring them into care, and providing on site and in-field case management services.			
Linkage Case Manager (R. Coleman)	\$50,500 / year	65.00%	\$ 32,825
This position will provide Linkage Case Management for PLWH who remain out of care by establishing relationships with public and private entities, referring them into care, and providing on site and in-field case management services. This Linkage Case Manager will focus primarily on PLWH who are gay and bi-sexual identified men as well as other men who have sex with men.			
Linkage Case Manager (D. Herrera)	\$41,000 / year	50.00%	\$ 24,600
This position will provide Linkage Case Management for PLWH who remain out of care by establishing relationships with public and private entities, referring them into care, and providing on site and in-field case management services. This Linkage Case Manager will focus primarily on PLWH who are Latino/a.			
Program Manager (A. Wakefield)	\$7,500 2 months	20.00%	\$ 1,500
This position provides Linkage Case Management for PLWH who remain out of care by establishing relationships with public and private entities, referring them into care, and providing on site and in-field case management services.			
Accountant (Andrew Gedeon)	\$47,000 /year	9.00%	\$ 4,230
This is a full-time position that manages program accounts payable, invoicing, preparing audits and other related fiscal matters for this program. This line item is an indirect cost.			
B. Fringe Benefits			\$ 34,768
Agency Fringe Benefit rate is 31% and consists of 7.65% FICA, 0.5% SUL, 17.16% Health Insurance, 2.44% Worker's Comp, 2% Retirement and 0.25% Long Term Disability.			
C. Travel			\$ 2,500

Local mileage and BART travel to outreach and meetings with clients and required meeting and trainings.		\$	2,500
D. Contractual/ Subcontracts		\$	21,084
Peer Advocates :	3 peer advocates x 502 hours x \$14/hr	\$	21,084
This line-item will cover the cost of paying 3 peer educators \$14/hour to work 502 hours each conducting outreach, education and recruitment for and with EIS clients.			
E. Furniture & Fixture/Equipment		\$	-
F. Supplies		\$	6,000
Client Materials and supplies		\$	5,000
These funds will be used to purchase emergency food/supplies to clients who are recently released from a correctional facility, homeless or out of care. Funds will also help provide emergency housing assistance for clients.			
Office Supplies			
Paper, folders, labels, portable files, storage boxes and other items used for record-keeping, creating client files, and other activities necessary for administering the EIS program.		\$	1,000
G. Other Operating Expenses		\$	15,800
Rent/Lease			
This is a indirect cost for rental of client and program staff office space where services are provided.		\$	1,000
Communications			
These funds cover \$1000 of phone costs associated with running the EIS program.		\$	1,000
Janitorial			
These funds will help cover the Janitorial/Maintenance costs of the clinic @ \$50 per month		\$	600
Outreach Materials		\$	6,000

These funds will help purchase outreach materials such as flyers, brochures, t shirts to help promote services and awareness in the community

HIV Test Kits

These funds will purchase 6 test kits @ \$1,200 per kit for Case Managers to perform rapid HIV tests on clients with unknown HIV status. \$ 7,200

H. Total Operations Budget \$ 45,384

I. TOTAL BUDGET \$ 192,307

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Rg. 2-21-14

MS 9/15/14

EFA-Util SOW 14-1514

CONTRACTOR:		Tri-City Health Center (TCHC)		SERVICE CATEGORY:		Emergency Financial Assistance - Utilities			
MAIN PROGRAM GOAL:		To increase the number of people with HIV/AIDS in South, Central and East Alameda County who access primary medical and social services as a result of living in safe and appropriate housing.							
INDICATORS:		% of clients remaining in housing; % of clients using housing services; % of clients completing 1 PMC appointment every 6 mos.				UDC	12	UOS	12
OUTCOME OBJECTIVES		PROCESS OBJECTIVES			TIMELINE	STAFF	EVALUATION		
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>			<i>Objectives to be completed by?</i>	<i>Who will provide services?</i>	<i>How will objectives attainment be tracked?</i>		
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1			TIMELINE	STAFF	EVALUATION		
By May 30, 2014, 90% of clients accessing emergency utilities assistance will avoid a utilities shut-off.		1	Assess client's access to utilities services.		03/01/2014 – 05/30/2014	Program Quality Assurance Coordinator	Intake Form Care Plan		
		2	Orient clients to assistance programs available through other agencies.		03/01/2014 – 05/30/2014				
		3	Identify clients at risk of losing services; address and plan for stability.		03/01/2014 – 05/30/2014				
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2			TIMELINE	STAFF	EVALUATION		
By May 30, 2014, 70% of clients accessing emergency utilities assistance will be referred to financial management and emergency avoidance skills services.		1	Reassess financial situation and access to assistance programs		03/01/2014 – 05/30/2014	Program Quality Assurance Coordinator	Progress Notes		
		2	Assist clients in accessing programs and/or financial counseling		03/01/2014 – 05/30/2014		Baseline assessment and progress notes showing documentation and use of referrals		
		3	Assess use of services		03/01/2014 – 05/30/2014		Sign-in sheets or completion certificate		
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3			TIMELINE	STAFF	EVALUATION		
By May 30, 2014, 75% of clients accessing emergency utilities assistance will maintain a connection to primary care (minimum of 2 visits per year).		1	Use appointment tracking system (TCHC clients) and release forms (non-TCHC clients) to document appointments		03/01/2014 – 05/30/2014	Program Quality Assurance Coordinator	Appointment Log for TCHC patients		
		2	Assess barriers to receiving medical care		03/01/2014 – 05/30/2014		Appointment verification documents from non-TCHC patients		
		3	Provide client with supportive services that address barriers		03/01/2014 – 05/30/2014				

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ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

Office of AIDS Administration ■ 1000 Broadway, Suite 310 ■ Oakland, CA 94607

Tri-City Health Center – Emergency Housing Assistance
FY 03/01/2014 – 05/31/2014 ✓
Ryan White Care Funds Part A

AGENCY INFORMATION				
Agency Name:	Tri-City Health Center (TCHC)			
Mailing Address:	39184 State Street	City:	Fremont	Zip: 94538
Main Phone Number:	510.739.1239	Main Fax Number:	510.739.1239	
Agency Web Site:	www.tri-cityhealth.org			
DEDICATED PROGRAM STAFF				
Primary Contact :	Alison Wakefield	Alternate Contact:	Gloria Preciado	
Phone Number (direct):	510.456.3524	Phone Number (direct):	510.456.3504	
Fax Number:	510.739.1239	Fax Number:	510.739.1239	
Email Address:	awakefield@tri-cityhealth.org	Email Address	gpreciado-santana@tri-cityhealth.org	
FTE:	1.0	FTE:	1.0	
PROGRAM INFORMATION				
Service Category:	Emergency Housing Assistance			
Alameda County Region(s) Served :	<input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South <input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West			
Amount of Ryan White Funds:	\$9,000	Total Program Budget:	\$9,000 ✓	
CONTRACT AMENDMENT: To be completed only if contracted deliverables have been renegotiated				
Amendment	1	2	3	4
Amended RW Funds				
Revised Budget				
PROGRAM SUMMARY: Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.				
<p>Tri-City Health Center (TCHC) will provide Emergency Housing Assistance to people living with HIV/AIDS in South, Central and Alameda County in the form of rental assistance payments. The program goal is to increase the number of people with HIV/AIDS who access primary medical and social services as a result of living in safe and appropriate home. TCHC will assist them in remaining housed in the event of a financial emergency, and will connect them to internal agency and external agency resources that can help them avoid a future emergency. TCHC will provide 15 Units of Service to clients who meet the eligibility requirements for Ryan White services.</p> <p>Specifically, the program will focus on the following outcome objectives by 05/30/2014</p> <p>96 1. 80% of clients accessing emergency housing assistance will avoid eviction and/or homelessness. 2. 70% of clients receiving Emergency Housing Assistance will report an increase in use of supportive services, such as financial counseling and other housing-related assistance. 3. 80% of clients receiving EHA will maintain a connection to primary care (minimum of 2 visits per year).</p> <p>HIV Care Program staff, including the Client Services Advocate and Case Managers will work as a team to accomplish these objectives.</p> <p>Progress will be evaluated through evaluation of Care Plans and tracking referrals to housing assistance programs made and whether the referrals resulted in clients obtaining appropriate housing.</p> <p>Emergency Housing Assistance will be provided five days a week at TCHC sites in Fremont, Hayward and by appointment at the Livermore site. Beginning on April 1, the new location address will be 1999 Mowry Ave, Fremont</p>				

PD 2014
3/25/14

TCHC Emergency Housing Assistance- Scope of Work 2014-2015

CONTRACTOR:		Tri-City Health Center (TCHC)	SERVICE CATEGORY:		Emergency Housing Assistance				
MAIN PROGRAM GOAL:		To increase the number of people with HIV/AIDS in South, Central and East Alameda County who access primary medical and social services as a result of living in safe and appropriate housing.							
INDICATORS:	% of clients remaining in housing; % of clients using housing services; % of clients completing 1 PMC appointment every 6 mos.					UDC	15	UOS	15
OUTCOME OBJECTIVES		PROCESS OBJECTIVES			TIMELINE	STAFF	EVALUATION		
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>			<i>Objectives to be completed by?</i>	<i>Who will provide services?</i>	<i>How will objectives obtainment be tracked?</i>		
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1			TIMELINE	STAFF	EVALUATION		
By May 30, 2014: 80% of clients accessing emergency housing assistance will avoid eviction and/or homelessness.		1	Assess client's housing situation at Intake.		03/01/2014 – 05/30/2014	Client Services Advocate	Care Plan		
		2	Orient clients to housing assistance through TCHC and other agencies.		03/01/2014 – 05/30/2014				
		3	Identify clients with housing assistance needs		03/01/2014 – 05/30/2014				
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2			TIMELINE	STAFF	EVALUATION		
By May 30, 2014: 70% of clients receiving Emergency Housing Assistance will report an increase in use of supportive services, such as financial counseling and other housing-related assistance.		1	Reassess client needs according to Care Plan.		03/01/2014 – 5/30/2014	Client Services Advocate	Progress notes Housing program applications		
		2	Develop housing-related goals for clients.		03/01/2014 – 5/30/2014				
		3	Refer clients to supportive services that address client's financial and housing needs		03/01/2014 – 5/30/2014				
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3			TIMELINE	STAFF	EVALUATION		
By May 30, 2014: 80% of clients receiving EHIA will maintain a connection to primary care (minimum of 2 visits per year).		1	Use appointment tracking system to verify appointments.		03/01/2014 – 05/30/2014	Client Services Advocate	Appointment log		
		2	Assess barriers to receiving medical care		03/01/2014 – 05/30/2014				
		3	Provide client with supportive services that address barriers to completing appointments.		03/01/2014 – 05/30/2014				

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ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

Office of AIDS Administration • 1000 Broadway, Suite 310 • Oakland, CA 94607

Tri-City Health Center – Mental Health Services

FY 03/01/2014 – 02/28/2015

Ryan White Care Funds Part A

AGENCY INFORMATION

Agency Name:	Tri-City Health Center (TCHC)		
Mailing Address:	39184 State Street	City:	Fremont Zip: 94538
Main Phone Number:	510.739.1239	Main Fax Number:	510.739.1239
Agency Web Site:	www.tri-cityhealth.org		

DEDICATED PROGRAM STAFF

Primary Contact :	Alison Wakefield	Alternate Contact:	Gloria Preciado
Phone Number (direct):	510.456.3524	Phone Number (direct):	510.456.3504
Fax Number:	510.739.1239	Fax Number:	510.739.1239
Email Address:	awakefield@tri-cityhealth.org	Email Address	gpreciado-santana@tri-cityhealth.org
FTE:	1.0	FTE:	1.0

PROGRAM INFORMATION

Service Category:	Mental Health Services		
Alameda County Region(s) Served :	<input checked="" type="checkbox"/> North	<input checked="" type="checkbox"/> South	<input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West
Amount of Ryan White Funds:	\$75,459	Total Program Budget:	\$75,459
CONTRACT AMENDMENT: To be completed only if contracted deliverables have been renegotiated			
Amendment	1	2	X 4
Amended RW Funds	14,155	Revised Budget	89,614

PROGRAM SUMMARY: Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.

Tri-City Health Center (TCHC) will provide Mental Health services to people living with HIV in South, Central and East Alameda County. The program's goal is to provide mental health care services for people living with HIV that decrease stigma about seeking mental health treatment and increase skills for coping with the emotional and psychological aspects of living with HIV. Target populations are African American and White MSM, transgender women, and other people living with HIV, including African American and White MSM over 30 years old, African American transgender women and other HIV+ people including Latino MSM, women, non-African American transgender women and MSM who are under 30. TCHC will serve a total of 85 unduplicated clients living with HIV through individual mental health therapy with 3,550 Units of Service.

Specifically, the program will focus on achieving the following outcomes by 02/28/2015:

1. By 2/28/14, 80% of clients referred to and eligible for mental health services at TCHC will remain in mental health care for at least 3 months.
2. By 2/28/14, 100% of clients receiving one-on-one mental health counseling at TCHC will have a completed Treatment Plan.
3. By 2/28/14, 85% of clients attending group and individual therapy will report increased knowledge of mental health symptoms and treatment, risk/harm reduction strategies and self-management skills.
4. By 2/28/14, 90% of clients receiving mental health services will maintain a connection to primary care (minimum of 2 visits per year).

Mental health services will be delivered by a licensed MFT who is bilingual in Spanish. The Case Managers, HIV Primary Care Coordinator, HIV Clinicians and Client Advocates will make referrals to the mental health providers. Progress toward these objectives will be evaluated through examination of CAREWARE data, which will be used to track progress toward stated objectives and outcomes.

2014-15 PROGRAM SUMMARY continued

Review of client treatment plans will be conducted by the HIV Mental Health therapist; the number of clients achieving steps on their treatment plans combined with results from the client satisfaction surveys and CAREWARE data will provide a picture of who is being served and the amount of services being provided as well as the impact of the program.

Monthly reports, consisting of client demographics, units of service, services for that particular month, no-show rates and other factors that may have affected service delivery and achievement of outcomes defined in the Program Work Plan will be reviewed not only with the HIV mental health staff, but with the entire staff team. This data will be compared to the number of referrals made to HIV mental health services for that particular time period.

Individual therapy will be provided at TCHC Fremont site between 10 am to 6:30 pm Mondays, Thursdays and Fridays and Tuesdays and Wednesdays from 11 am to 7:30 pm.

New location address is 1999 Mowry Ave, Suite F, Fremont

CONTRACTOR:		Tri-City Health Center (TCHC)	SERVICE CATEGORY:	Mental Health Care				
MAIN PROGRAM GOAL:		To provide mental health care services for people living with HIV/AIDS in South, Central and East Alameda County that decrease stigma about seeking mental health treatment and increase skills for coping with the emotional and psychological aspects of living with HIV.						
INDICATORS:	% of clients with completed Treatment Plan that addresses issues identified in the comprehensive assessment; % of clients referred who enter mental health services and remain in mental health care for at least 3 months; % of clients attending individual mental health therapy reporting increased knowledge of mental health symptoms and treatment, risk/harm reduction strategies and self-management skills				UDC	50	UOS	1850
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF	EVALUATION		
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who will provide services?</i>	<i>How will objectives attainment be tracked?</i>		
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF	EVALUATION		
By February 28, 2015, 80% of clients referred to and eligible for mental health services at TCHC will remain in mental health care for at least 3 months.		1	Establish referral, scheduling and screening process.	3/1/14 to 2/28/15	MFT	Client files		
		2	Facilitate completion of intake, screening and assessment.	3/1/14 to 2/28/15				
		3	Track client attendance at appointments, groups and other mental health activities to determine whether they remain in care.	3/1/14 to 2/28/15				
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF	EVALUATION		
By February 28, 2015, 100% of clients receiving one-on-one mental health counseling at TCHC will have a completed Treatment Plan.		1	Mental health staff will complete a comprehensive assessment with clients who are referred to mental health.	3/1/14 to 2/28/15	MFT	Client files		
		2	Mental Health Providers and clients will establish treatment plan that incorporates issues identified during the assessment.	3/1/14 to 2/28/15				
		3	Mental Health Providers will provide referrals to other services related to the client's treatment plan as appropriate.	3/1/14 to 2/28/15				
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3		TIMELINE	STAFF	EVALUATION		
By February 28, 2015, 85% of clients attending group and individual mental health therapy will report increased knowledge of mental health symptoms and		1	Based on completed assessments and treatment plans, develop list of common psycho-education, risk and harm reduction and self-management topics that are addressed in therapy.	3/1/14 to 2/28/15	Case Managers,	Survey results		
		2	Develop pre-post test assessment.	3/1/14 to 2/28/15				

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TCHC Mental Health WP 14-15 (REV 2)

treatment, risk/harm reduction strategies and self-management skills.	3	Administer pre-post tests to assess increase in knowledge	3/1/14 to 2/28/15	MFT	
OUTCOME OBJECTIVE #4	PROCESS OBJECTIVE #4		TIMELINE	STAFF	EVALUATION
By February 28, 2015, 90% of clients receiving mental health services will maintain a connection to primary care (minimum of 2 visits per year).	1	Use appointment tracking system to verify visits.	3/1/14 to 2/28/15	MFT & Primary Care Coordinator	NexGen Electronic Health Record
	2	Assess barriers to receiving medical care	3/1/14 to 2/28/15		
	2	Provide client with supportive services that address barriers to completing appointments.	3/1/14 to 2/28/15		



ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

Office of AIDS Administration ▪ 1000 Broadway, Suite 310 ▪ Oakland, CA 94607

Tri-City Health Center – Medical Transportation

FY 03/01/2014 – 02/28/2015

Ryan White Care Funds Part A

AGENCY INFORMATION

Agency Name:	Tri-City Health Center (TCHC)			
Mailing Address:	39184 State Street	City:	Fremont	Zip: 94538
Main Phone Number:	510.739.1239	Main Fax Number:	510.739.1239	
Agency Web Site:	www.tri-cityhealth.org			

DEDICATED PROGRAM STAFF

Primary Contact:	Alison Wakefield	Alternate Contact:	Gloria Preciado
Phone Number (direct):	510.456.3524	Phone Number (direct):	510.456.3504
Fax Number:	510.739.1239	Fax Number:	510.739.1239
Email Address:	awakefield@tri-cityhealth.org	Email Address:	gpreciano-santana@tri-cityhealth.org
FTE:	1.0	FTE:	1.0

PROGRAM INFORMATION

Service Category:	Medical Transportation			
Alameda County Region(s) Served:	<input checked="" type="checkbox"/> North	<input checked="" type="checkbox"/> South	<input checked="" type="checkbox"/> East	<input checked="" type="checkbox"/> West
Amount of Ryan White Funds:	\$15,500.0	Total Program Budget:	\$15,500.0	

CONTRACT AMENDMENT: To be completed only if contracted deliverables have been renegotiated

Amendment	1	2	X	4	Amended RW Funds	5,000	Revised Budget	20,500
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PROGRAM SUMMARY: Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.

Tri-City Health Center will provide Transportation Assistance to people living with HIV/AIDS throughout Alameda County. Our goal is to increase use of primary medical care and social services through providing access to adequate transportation. We will provide 900 Units of Service to 125 clients who meet the eligibility requirements for Ryan White services.

Specifically, we will focus on the following outcome objectives by 02/28/2015:

- 80% of clients receiving transportation assistance will self-report successful completion of medical appointments.
- 85% of clients receiving transportation assistance through TCHC will have access to medical appointments.
- 75% of clients receiving transportation assistance will maintain a connection to primary care with a minimum of 2 visits per year.

HIV Care Program staff will coordinate transportation.

Progress toward these objectives will be evaluated through tracking client attendance of appointments and documentation of successful application to programs such as ParaTransit as applicable.

Transportation assistance will be provided five days a week at our sites in Fremont and Livermore. New location address is 1999 Mowry Ave, Suite F, Fremont

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TCHC MedTranspo WP 14-15 (REV 2)

CONTRACTOR:		Tri-City Health Center (TCHC)	SERVICE CATEGORY:	Medical Transportation Assistance			
MAIN PROGRAM GOAL:		To increase the number of people with HIV/AIDS in South, Central and East Alameda County who access primary medical and social services as a result of having adequate transportation.					
INDICATORS:	# of transportation vouchers provided;% of clients completing appointments; % of clients with 1 medical appointment every 6 months.			UDC	80	UOS	600
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF	EVALUATION	
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who will provide services?</i>	<i>How will objectives attainment be tracked?</i>	
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF	EVALUATION	
By February 28, 2015, 85% of clients receiving transportation assistance through TCHC will have access to medical appointments.		1	Assess clients' transportation barriers.	3/1/14- 2/28/15	Medical Case Managers	Care Plan Transportation Logs	
		2	Orient clients to transportation assistance program requirements.	3/1/14- 2/28/15			
		3	Provide transportation vouchers to clients.	3/1/14- 2/28/15			
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF	EVALUATION	
By February 28, 2015, 80% of clients receiving transportation assistance will self-report successful completion of medical appointments.		1	Maintain documentation of appointments.	3/1/14- 2/28/15	Medical Case Managers	Transportation Logs Progress Notes	
		2	Track clients' self-report of appointment attendance.	3/1/14- 2/28/15			
		3	Obtain documentation of attendance when client is unable to provide it.	3/1/14- 2/28/15			
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3		TIMELINE	STAFF	EVALUATION	
By February 28, 2015, 75% of clients receiving transportation assistance will maintain a connection to primary care with a minimum of 2 visits per year.		1	Use appointment tracking system to document completed appointments.	3/1/14- 2/28/15	Medical Case Managers	Appointment Logs	
		2	Assess barriers to receiving medical care	3/1/14- 2/28/15			
		3	Provide client with supportive services that address barriers.	3/1/14- 2/28/15			

026

TCHC MedTranspo WP 14-15 (REV 2)

8-27-14 [Signature] 8/13/14



ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

Office of AIDS Administration ■ 1000 Broadway, Suite 310 ■ Oakland, CA 94607

Tri-City Health Center - Psychosocial Support Services

FY 03/01/2014 – 02/28/2015

Ryan White Care Funds Part A

AGENCY INFORMATION			
Agency Name:	Tri-City Health Center (TCHC)		
Mailing Address:	39184 State Street	City:	Fremont
Main Phone Number:	510.739.1239	Main Fax Number:	510.739.1239
Agency Web Site:	www.tri-cityhealth.org		
DEDICATED PROGRAM STAFF			
Primary Contact:	Alison Wakefield	Alternate Contact:	Gloria Preciado
Phone Number (direct):	510.252.5815	Phone Number (direct):	510.456.3504
Fax Number:	510.739.1239	Fax Number:	510.739.1239
Email Address:	awakefield@tri-cityhealth.org	Email Address	gpreciado-santana@tri-cityhealth.org
FTE:	1.0	FTE:	1.0
PROGRAM INFORMATION			
Service Category:	Psychosocial Support Services		
Alameda County Region(s) Served:	<input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South <input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West		
Amount of Ryan White Funds:	\$24,000	Total Program Budget:	\$24,000
CONTRACT AMENDMENT: To be completed only if contracted deliverables have been renegotiated			
Amendment	1	2	X
Amended RW Funds	3,500	Revised Budget	27,500
PROGRAM SUMMARY: Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.			
<p>Tri-City Health Center's (TCHC) Psychosocial Support Services are designed to increase the number of PLWH who enter and remain in HIV Care. Through this program we will assure access to psychosocial support services that promote empowerment, enhance well-being, reduce isolation, and teach life and coping skills, including how to access and use services. Our priority populations include women of all races/ethnicities, and MSM all races/ethnicities, focusing specifically on those under 30. We will provide 1,620 Units of Service to 69 clients who meet the eligibility requirements for Ryan White services.</p> <p>Specifically, we will focus on the following outcome objectives by 02/28/2015.</p> <ol style="list-style-type: none">1. By February 28, 2015, 85% of PLWH attending eight-twelve session support/education groups in Spanish will self-report increased knowledge about managing HIV disease, treatment adherence, adoption of health enhancing activities, and improvements in health, disclosure and access to HIV partner notification services.2. 85% of PLWH accessing psychosocial support services will maintain a connection to HIV primary medical care, with a minimum of two visits-one every six months- each year.3. 90% of clients receiving psychosocial support services will be provided with resources to enhance overall health <p>The HIV Care Program staff, including the HIV Primary Care Coordinator, HIV PCMH Coordinator, HIV Program Manager, Case Managers, Client Services Advocates and HIV Clinicians will work as a team to accomplish these objectives. Progress towards these objectives will be evaluated through reviewing assessments, action steps, and progress notes. Services are available five days a week at our site in Fremont and by appointment at our Livermore site. New location address is 1999 Mowry Ave, Suite F, Fremont</p>			

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8/4/14

TCHC Psychosocial SOW 14-15 (REV 2)

CONTRACTOR:		Tri-City Health Center (TCHC)	SERVICE CATEGORY:	Psychosocial Support Services			
MAIN PROGRAM GOAL:		To increase the number of PLWH living in Alameda County who enter and remain in HIV care through assuring access to psychosocial support services that enhance well-being and reduce isolation.					
INDICATORS:	% of clients receiving psychosocial support services who maintain a connection to primary care; % of clients participating in one-on-one risk reduction counseling who report adoption of at least one risk reduction behavior; % of clients attending support and education groups who self-report improvements in health			UDC	69	UOS	940
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF	EVALUATION	
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who will provide services?</i>	<i>How will objectives attainment be tracked?</i>	
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF	EVALUATION	
By February 28, 2015, 85% of PLWH attending eight-twelve session support/education groups in Spanish will self-report increased knowledge about managing HIV disease, treatment adherence, adoption of health enhancing activities, and improvements in health, disclosure and access to HIV partner notification services.		1	Conduct brief client surveys in order to develop “menu” for workshop series.	3/1/14 - 2/28/15	Case Managers	Survey results	
		2	Establish workshop menu, including topics such as mental health, managing HIV disease and life skills topics, and deliver workshops and/or disclosure of HIV status to partner.	3/1/14 - 2/28/15	Case Managers	Workshop schedules and sign-in sheets	
		3	Administer workshop evaluation assessing client’s knowledge of managing HIV disease, adoption of health enhancing activities and improvements of health and disclosure and access to HIV partner notification services.	3/1/14 - 2/28/15	Case Managers	Evaluation results	
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF	EVALUATION	
By February 28, 2015, 85% of clients receiving psychosocial support services will maintain a connection to primary care (minimum of 2 visits per year).		1	Conduct eligibility intake and psychosocial assessment with each client to determine ease of accessing care and potential barriers to care.	3/1/14 - 2/28/15	Case Managers, PCMH Coordinator	Client files Intake forms Appointment reports	
		2	Work with clients to develop Action Plan for accessing/maintaining care, including client’s choice of site and assist client in connecting to the site	3/1/14 - 2/28/15			
		3	Verify appointment completion with client consent; follow-up on appointment no-shows.	3/1/14 - 2/28/15			
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3		TIMELINE	STAFF	EVALUATION	
By February 28, 2015, 90% of clients receiving psychosocial support services will be provided with resources to enhance overall health		1	Research county resources that are accessible and enhance healthy living such as exercise, diet/nutrition, well-being.	3/1/14 - 2/28/15	Case Managers, and PCMH Coordinator	Client files	
		2	Create user friendly resource handout for clients	3/1/14 - 2/28/15			

8.2.14 [Signature] 8/13/14



OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year.
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of the current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. **Proof of HIV status**
2. **Proof of Residence (not immigration status)**
3. **Proof of Income**
4. **Proof of Insurance Status**

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of Administrative Personnel, Operating Expenses, and Indirect Cost which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list, which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubs/forms/forms/CtrldForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st – September 30 th	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

Care & Treatment Contractors

FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "*last resort*," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

****The most current or recent documentation must be used when establishing a client's eligibility***

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing **LabTracker** must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:


- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

Tri-City Health Center
Agency Name

Zettie D. Page, CEO
Printed Name, Title


Signature

5/15/2014
Date

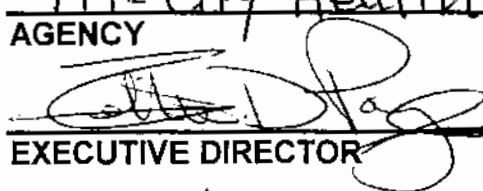
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

Tri-City Health Center
AGENCY


EXECUTIVE DIRECTOR

5/15/2014
DATE

040

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

TCHC
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **Tri-City Health Center**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900120**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Budget Detail
- B. Budget Justification
- C. Fee Schedule (Applicable to Fee-for-Service Programs Only)

II. TERMS AND CONDITIONS OF PAYMENT

COMMUNITY BASED ORGANIZATION **Master Contract Exhibit A and B Coversheet**

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 54223 Board PO #: PHSVC- 8378
 Business Unit #: PHSVC Master Contract #: 900281 Procurement Contract #: 9878 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$44,286	\$208,016
Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum							\$208,016

Exhibit #

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **AIDS Healthcare Foundation**

Contractor Address: 6255 W. Sunset Blvd., 21st Floor BOS District:
 Los Angeles, CA 90028

Remittance Address: Same as above Location Number: 001

Contractor Telephone #: (510) 628-0949 Federal Tax ID#: 95-4112121

Contractor Contact Person: Michael Weinstein Telephone #: (510) 628-0949

Contract Service Category: \$ 86,731 Outpatient/Ambulatory Health Services (\$ 23,500/\$ 63,231)
 \$ 53,886 Medical Case Management (\$ 12,500/\$ 41,386)
 \$ 19,669 Psychosocial Support Services (\$ 5,333/\$ 14,336)
 \$ 47,730 Substance Abuse Services (\$ 13,243/\$ 34,487)
 \$ 208,016

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed **\$17,334.67** without written approval by
 OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$54,576	\$163,730	\$208,016		
Exhibit #					
Amount of Encumbrance	\$54,576	\$109,154	\$44,286		
File Date			9/9/14		
File/Item #			18129446E		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:	Federal/CFDA #: 93-914	State	County
	\$208,016	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 10/20/14

By: [Signature]

Name: Muntu Davis, M.D., M.P.H.

Title: Director and Health Officer

CONTRACTOR: Date: 10/06/2014

By: [Signature]

Name: Michael Weinstein

Title: President

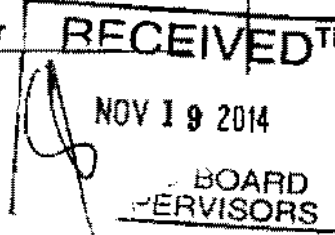


EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **AIDS Healthcare Foundation**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900281**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category:
- | | |
|------------|---|
| \$ 86,731 | Outpatient/Ambulatory Health Services (\$ 23,500/\$ 63,231) |
| \$ 53,886 | Medical Case Management (\$ 12,500/\$ 41,386) |
| \$ 19,669 | Psychosocial Support Services (\$ 5,333/\$ 14,336) |
| \$ 47,730 | Substance Abuse Services (\$ 13,243/\$ 34,487) |
| <hr/> | |
| \$ 208,016 | |



**Office of AIDS Administration
Ryan White Program (Part A & B)
Program Description - FY 2014 - 2015**

AGENCY INFORMATION			
Agency Name: AIDS Healthcare Foundation			
Mailing Address: 6255 W. Sunset Blvd, 21 st floor		City: Los Angeles, CA	Zip: 90028
Main Phone Number: 323-860-5200		Main Fax Number: 323-962-8513	
Agency / Program Web Site: www.aidshealth.org			
DEDICATED PROGRAM STAFF			
Primary Contact:	Patricia Bermudez, Director of Grants Administration	Alternate Contact:	Lisha Wilson, MD, Oakland/SF Medical Director
Phone Number (direct):	(323) 860-5253	Phone Number (direct):	(510) 628-0949 or (415) 552-2814
Fax Number:	(323) 962-8513	Fax Number:	(510) 628-0947 or (415) 552-2909
Email Address:	patricia.bermudez@aihshealth.org	Email Address:	lisha.wilson@aihshealth.org
FTE:	1.0	FTE:	1.0
PROGRAM INFORMATION			
Service Category: Ambulatory/Outpatient Medical Care			
Alameda County Region(s) Served: <input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South <input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West			
Amount of Ryan White Funds: \$70,500		Total Program Budget: \$212,668	
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment	1	2	3
	4	Amended RW Funds	\$86,731
		Revised Budget	
PROGRAM SUMMARY			
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i>			

AHF's Healthcare Center in Oakland opened in July 2000, and today serves over 335 patients. We are open three days per week, including one evening clinic. The HIV primary care clinic was opened with demonstration project funds, and is now partially funded by the Alameda County Office of AIDS' PART A (Title I) monies. AHF continues to seek and improve collaborations with other PART A (Title I) funded ASOs who serve the same populations to continue to improve services for all clients. This collaboration effort is reflected in our current client population: at least a third of AHF's clients have been identified as either homeless, post-incarcerated, or having a history of substance abuse. Since opening the Clinic in 2000, AHF has offered culturally competent care by a team of African American and bilingual Spanish clinician and support staff. Oakland clinic personnel participate in the foundation-wide quality assurance, continuing HIV medical education, and operations structure. This insures that the high quality of care and innovations developed anywhere at AHF are instituted at every AHF site. AHF has developed innovative primary care models, HIV-centered protocols, and provides HIV care in accordance with HRSA and Public Health Service guidelines. AHF also participates in a HIV/AIDS Bureau quality improvement initiative.

PROGRAM SUMMARY continued

Our main program goal, *as outlined on our attached work plan*, is to offer comprehensive HIV primary medical care to current and new underserved Ryan White-eligible patients (African American men and women, the homeless, post-incarcerated, and persons with a history of substance abuse) and improve their health outcomes (increased CD4 count, decreased viral load according to USPHS guidelines), through a plan which ensures timely and coordinated access to services.

Outcome Objectives, *as outlined on our attached work plan*:

1. By February 28, 2015, all patients (100%) will be seen by the physician at least every six months for monitoring of patient CD4 and vL.
2. By February 28, 2015, 85% of clients will be assessed for substance use/mental health services.
3. By February 28, 2015, 80% of clients will have improved or stable viral load test results.
4. By February 28, 2015, 90% of patients with and AIDS diagnosis will be prescribed ARV/HAART.

Program Site: Clinic at AHF Healthcare Center
400 30th Street, Suite 300, Oakland, CA 94609

Days/Hours of Operation: Monday's 8:30a to 5:30p (closed for lunch 12n to 1pm)
Tuesday's 10a to 7p (closed for lunch 2pm to 3pm)
Thursday's 8:30a to 5:30p (closed for lunch 12n to 1p)

Handwritten signature and date: 9-12-14

OAA SCOPE OF WORK (SOW) FY 2014 – 2015

CONTRACTOR:		AIDS Healthcare Foundation		SERVICE CATEGORY:		Ambulatory/Outpatient Medical Care	
MAIN PROGRAM GOAL:		To offer comprehensive HIV primary underserved Ryan White-eligible patients (African American men and women, the homeless, post-incarcerated, and persons with a history of substance medical care to current and new abuse) and improve their health outcomes (increased CD4 count, decreased viral load according to USPHS guidelines)					
INDICATORS:	<u>UDC = 70; 95% will be seen at least every 6 months; 85% will be assessed for mental health and/or Substance Use services; and 80% will have improved or stable viral load test results; 90% of clients with AIDS will be prescribed ARV/HAART</u>				UDC	70	Amended UDC/UOS
	<u>UOS = 1605: encounter not limited to 15 min-140 Provider encounters (approximately 2 per patient per year); staff time (MA, RN, MD) 70 (one per client, per contact year) Labs; 1395 (A&B) Specialty Services</u>				UOS	1605	
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF		EVALUATION
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>		<i>How will objectives attainment be tracked?</i>
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF		EVALUATION
OO #1: By February 28, 2015, all patients (100%) will be seen by the physician at least every six months for monitoring of patient CD4 and vL.		1	PO#1: Engagement in Care: By February 28, 2015, 82 clients will have been seen by the physician at least every six months for continuing treatment of HIV disease and prophylaxis/ treatment of opportunistic infections.	3/1/2014 - 2/28/2015	Medical Director (MD), Nurse Manager (NM) Office Administrator (OA)		Electronic medical record (EMR)
		2	PO#2: Medically adherent: By February 28, 2015 MD, NM, and OA to monitor patient health, medication adherence, patient retention, & mental health at least every six months.	3/1/2014 - 2/28/2015 (On-going)	MD, NM, OA, w/ AHF quality management (QM), medical staff, peer review, adherence committees		EMR viral load and patient retention reports, peer review, pharmacy & therapeutics reports
		3	PO #3: Health outcomes: By February 28, 2015 all clients will show stable or improve vL count.	3/1/2014 - 2/28/2015 (On-going)	MD, NM		EMR
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF		EVALUATION
OO #2: By February 28, 2015, 85% of clients will be assessed for substance use/mental health services.		1	PO #1: Engagement in Care: By February 28, 2015 The physician will see all clients at least every six months.	3/1/2014 - 2/28/2015 (On-going))	MD, NM		Electronic medical record (EMR)
		2	PO #2: Assessment: By February 28, 2015 clients are screened for need of mental health and/or substance use services at least once per year.	3/1/2014 - 2/28/2015 (On-going))	MD,NM		EMR

OAA SCOPE OF WORK (SOW) FY 2014 – 2015

	3	PO #3: By February 28, 2015 85% of patients will be provided a referral; documentation of referrals through medical case management team retained in EMR.	3/1/2014 - 2/28/2015 (On-going)	MD, NM, OA, Medical Assistant (MA)	EMR referral reports
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3	TIMELINE	STAFF	EVALUATION
OO #3: By February 28, 2015, 80% of clients will have improved or stable viral load test results.	1	PO #1: By February 28, 2015 Monitoring of patient CD4 and VL will be conducted on all patients at least every six months. More frequent monitoring is conducted when treatment is begun and/or a significant change in VL and/or T cells occurs.	3/1/2014 - 2/28/2015 (On-going)	MD, NM	Electronic medical record (EMR)
	2	PO #2: By February 28, 2015 The physician will counsel all clients on treatment regimens on medication adherence at every visit.	3/1/2014 - 2/28/2015 (On-going)	MD, NM	EMR
	3	PO #3: By February 28, 2014 MD, NM, and OA to monitor adherence to treatment standards and outcome results, at least quarterly.	3/1/2014 - 2/28/2015 (On-going)	MD, NM, OA, w/ AHF quality management (QM), medical staff, peer review, adherence committees	EMR CD4 and patient retention reports, peer review, pharmacy & therapeutics reports
OUTCOME OBJECTIVE #4		PROCESS OBJECTIVE #4	TIMELINE	STAFF	EVALUATION
OO #3: By February 28, 2015, 90% of clients with AIDS diagnosis will be prescribed ARV/HAART	1	PO #1: By February 28, 2015 Monitoring of patient CD4 and VL will be conducted on all patients at least every six months.	3/1/2014 - 2/28/2015 (On-going)	MD, NM	Electronic medical record (EMR)
	2	PO #2: By February 28, 2015 The physician will counsel all clients on treatment regimens on medication adherence at every visit.	3/1/2014 - 2/28/2015 (On-going)	MD, NM	EMR

OAA SCOPE OF WORK (SOW) FY 2014 – 2015

	3	PO #3: By February 28, 2014 MD, NM, and OA to monitor adherence to treatment standards and outcome results, at least quarterly.	3/1/2014 - 2/28/2015 (On-going)	MD, NM, OA, w/ AHF quality management (QM), medical staff, peer review, adherence committees	EMR CD4 and patient retention reports, peer review, pharmacy & therapeutics reports
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PO
7-12-14
HL
8/12/14



**Office of AIDS Administration
Ryan White Program (Part A & B)
Program Description - FY 2014 - 2015**

AGENCY INFORMATION					
Agency Name: AIDS Healthcare Foundation					
Mailing Address:		6255 W. Sunset Blvd, 21 st floor		City:	Los Angeles, CA
Main Phone Number:		323-860-5200		Main Fax Number:	323-962-8513
Agency / Program Web Site:		www.aidshealth.org			
DEDICATED PROGRAM STAFF					
Primary Contact:		Patricia Bermudez, Director of Grants Administration		Alternate Contact: Lisha Wilson, MD, Oakland/SF Medical Director	
Phone Number (direct):		(323) 860-5253		Phone Number (direct): (510) 628-0949 or (415) 552-2814	
Fax Number:		(323) 962-8513		Fax Number: (510) 628-0947 or (415) 552-2909	
Email Address:		patricia.bermudez@ aidshealth.org		lisha.wilson@aidshealth .org	
FTE:		1.0		FTE: 1.0	
PROGRAM INFORMATION					
Service Category:		Medical Case Management			
Alameda County Region(s) Served:		<input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South <input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West			
Amount of Ryan White Funds:		37,500		Total Program Budget: \$55,000	
CONTRACT AMENDMENT					
<i>To be completed only if contracted deliverables have been renegotiated</i>					
Amendment	1	2	3	4	Amended RW Funds \$53,886 Revised Budget
PROGRAM SUMMARY					
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i> *****					

AHF's Healthcare Clinic in Oakland opened in July 2000, and today serves over 335 patients. We are open three days per week, including one evening clinic. The HIV primary care clinic was opened with demonstration project funds, and is now partially funded by the Alameda County Office of AIDS' PART A (Title I) monies. AHF continues to seek and improve collaborations with other PART A (Title I) funded ASOs who serve the same populations to continue to improve services for all clients. This collaboration effort is reflected in our current client population: at least a third of AHF's clients have been identified as either homeless, post-incarcerated, or having a history of substance abuse. Since opening the Clinic in 2000, AHF has offered culturally competent care by a team of African American and bilingual Spanish clinician and support staff. Oakland clinic personnel participate in the foundation-wide quality assurance, continuing HIV medical education, and operations structure. This insures that the high quality of care and innovations developed anywhere at AHF are instituted at every AHF site. AHF has developed innovative primary care models, HIV-centered protocols, and provides HIV care in accordance with HRSA and Public Health Service guidelines. AHF also participates in a HIV/AIDS Bureau quality improvement initiative.

PROGRAM SUMMARY continued

Our main program goal, as outlined on our attached workplan, is to offer medical case management services to current and new underserved Ryan White-eligible patients (African American men and women, the homeless, post-incarcerated, and persons with a history of substance abuse) that support clients in their health care, and link clients to psychosocial and other services through a plan which ensures timely and coordinated access to services.

Outcome Objectives, as outlined on our attached work plan:

1. By February 28, 2015, 95% of unduplicated clients will remain compliant with medical care by keeping a minimum of 2 medical visits per fiscal year.
2. By February 28, 2015, 70% of patients will have a case management care plan documented that is consistent with established standards, including a medical treatment plan.
3. By February 28, 2015, 95% patients will be screened and referred (if appropriate) to mental health and/or substance abuse services.
4. By February 28, 2015, 70% patients will be screened and referred (if appropriate) to oral health services.

Program Site: AHF Healthcare Center
400 30th Street, Suite 300, Oakland, CA 94609

Days/Hours of Operation: Monday 8:30a to 5:30p (closed for lunch 12n to 1pm)
Tuesday 10a to 7p (closed for lunch 2pm to 3pm)
Thursday 8:30a to 5:30p (closed for lunch 12n to 1pm)

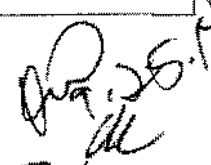
12/25/14
9/14/14

OAA SCOPE OF WORK (SOW) FY 2014 – 2015

CONTRACTOR:		AIDS Healthcare Foundation	SERVICE CATEGORY:		Medical Case Management				
MAIN PROGRAM GOAL:		To offer medical case management services to current and new underserved Ryan White-eligible patients (African American men and women, the homeless, post-incarcerated, and persons with a history of substance abuse) that support clients in their health care, and link clients to psychosocial and other services through a plan which ensures timely and coordinated access to services.							
INDICATORS:		UDC-55: 95% of clients have a medical visit every 6 months; 70% of clients have a case management plan consistent with established standards including a medical treatment plan; 70% of clients will have a documented oral health referral and documentation of visit; 95% of clients will have documented assessments for Mental Health and/or Substance Use services. UOS - 15-minute encounter; 110 units (approximately 2 UOS per patient per year); 51.82% FTE Nurse Manager				UDC	55	Amended UDC/UOS	
						USO	110		
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF		EVALUATION		
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>		<i>How will objectives attainment be tracked?</i>		
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF		EVALUATION		
OO #1: By February 28, 2015, 95% of unduplicated clients will remain compliant with medical care by keeping a minimum of 2 medical visits per fiscal year.		1	PO #1: By February 28, 2015, 55 clients' will have been assessed to determine whether, and type, of case management services needed.	3/1/2014 - 2/28/2015	Nurse Manager (NM)		Documentation in client record of the assessment signed and dated.		
		2	PO #2: February 28, 2015, individual service plans will have been developed for 55 clients, including specific information on supporting adherence to primary medical care visits. 250 medical visits expected to be completed.	3/1/2014 - 2/28/2015	Nurse Manager (NM)		Documentation in client record of the individual service plan signed and dated.		
		3	PO #3: February 28, 2015, Nurse Manager will coordinate appropriate assistance and referrals for 55 clients to support adherence to primary medical visits as identified in individual service plans.	3/1/2014 - 2/28/2015	Nurse Manager (NM)		Electronic medical record (EMR)		
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF		EVALUATION		
OO #2: By February 28, 2015, 70% of patients will have a case management care plan documented		1	PO #1: February 28, 2015, clients with need(s) identified in individual service plans will have realistic goals and timelines agreed upon with Nurse Manager (NM).	3/1/2014 - 2/28/2015	Nurse Manager (NM)		Documentation in client record of the individual service plan signed and dated.		

OAA SCOPE OF WORK (SOW) FY 2014 – 2015

that is consistent with established standards, including a medical treatment plan.	2	PO #2: February 28, 2015 clients with need(s) identified in individual service plans will be referred to appropriate service provider for services.	3/1/2014 - 2/28/2015	Nurse Manager (NM), Office Administrator (OA), Medical Assistant (MA)	EMR referral reports
	3	PO #3: February 28, 2015 clients referred to appropriate service providers for services are re-assessed for results of referrals and any additional need(s).	3/1/2014 - 2/28/2015	Nurse Manager (NM)	Documentation in client record of the re-assessment signed and dated.
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3	TIMELINE	STAFF	EVALUATION
OO #3: By February 28, 2015, 95% patients will be screened and referred (if appropriate) to mental health and/or substance abuse services.	1	PO#1: February 28, 2015, appropriate referrals to specialty care providers will be made consistent with treatment plans.	3/1/2014 - 2/28/2015	Nurse Manager (NM)	EMR referral reports
	2	PO#2: By February 28, 2015, all clients referred to specialty providers will be supported in keeping these appointments.	3/1/2014 - 2/28/2015	Nurse Manager (NM), Office Administrator (OA), Medical Assistant (MA)	Documentation in client record of phone calls, assistance, and/or any other support (transportation, etc.).
	3	PO #3: February 28, 2014, specialty referral reports will be collected to verify service provision to clients referred for services.	3/1/2014 - 2/28/2015	Nurse Manager (NM), Office Administrator (OA), Medical Assistant (MA)	Documentation in client record of specialty referral reports and outcomes.
OUTCOME OBJECTIVE #4		PROCESS OBJECTIVE #4	TIMELINE	STAFF	EVALUATION
OO #3: By February 28, 2015, 70% patients will be screened and referred (if appropriate) to oral health services.	1	PO#1: February 28, 2015, appropriate referrals to oral health care providers will be made consistent with treatment plans.	3/1/2014 - 2/28/2015	Nurse Manager (NM)	EMR referral reports
	2	PO#2: By February 28, 2015, all clients referred to oral health providers will be supported in keeping these appointments.	3/1/2014 - 2/28/2015	Nurse Manager (NM), Office Administrator (OA), Medical Assistant (MA)	Documentation in client record of phone calls, assistance, and/or any other support (transportation, etc.).
	3	PO #3: February 28, 2015, oral health referral reports will be collected to verify service provision to clients referred for services.	3/1/2014 - 2/28/2015	Nurse Manager (NM), Office Administrator (OA), Medical Assistant (MA)	Documentation in client record of specialty referral reports and outcomes.


 9/24/14



Office of AIDS Administration
Ryan White Program (Part A & B)
Program Description - FY 2014 - 2015

AGENCY INFORMATION			
Agency Name: AIDS Healthcare Foundation			
Mailing Address: 6255 W. Sunset Blvd, 21 st floor		City: Los Angeles, CA	Zip: 90028
Main Phone Number: 323-860-5200		Main Fax Number: 323-962-8513	
Agency / Program Web Site: www.aidshealth.org			
DEDICATED PROGRAM STAFF			
Primary Contact:	Patricia Bermudez, Director of Grants Administration	Alternate Contact:	Lisha Wilson, MD, Oakland/SF Medical Director
Phone Number (direct):	(323) 860-5253	Phone Number (direct):	(510) 628-0949 or (415) 552-2814
Fax Number:	(323) 962-8513	Fax Number:	(510) 628-0947 or (415) 552-2909
Email Address:	patricia.bermudez@aidshealth.org	Email Address:	lisha.wilson@aidshealth.org
FTE:	1.0	FTE:	1.0
PROGRAM INFORMATION			
Service Category: Psychosocial Support			
Alameda County Region(s) Served: <input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South <input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West			
Amount of Ryan White Funds:		\$16,000	Total Program Budget: \$26,000
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment	1	2	3
	4	Amended RW Funds	\$19,669
		Revised Budget	
PROGRAM SUMMARY			
Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation. *****			

AHF is proposing to provide services under Category A., Psychosocial Support Services in the sub-categories of HIV support groups and support and counseling activities for Ryan White Program eligible clients. Client-centered services will be provided from AHF's Magic Johnson Healthcare Clinic in Oakland. The clinic is open three days per week. Counseling Services will be offered every Thursday from 8:30 am to 5:30 pm. Support groups will be scheduled twice per month during lunchtime and also during evening hours, per participant needs.

AHF places a particular emphasis on reaching the most underserved populations, including women, gay men, people of color, the incarcerated, and drug users. Due to stigma, cultural norms, socioeconomic status, and education level, it is these populations that often do not or are unable to access the proper information, psychosocial and medical care services that they need to stay healthy.

Individual counseling and support groups for people living with HIV/AIDS (PLWHA) are critical components of improved health outcomes for PLWHA. This is a unique program implemented in 2009 that motivates clients through providing in-depth HIV information and education, self-efficacy skills building, encouraging peer support and medication adherence support.

PROGRAM SUMMARY continued

Individual Counseling Services: Treatment adherence is challenging and can be even more difficult for clients with mental health issues. AHF clients undergo psychosocial evaluations at the beginning of their care to gain a fuller history and current status of the patient's mental health condition. In order to meet the goals of providing support and counseling services to 17 unduplicated clients, the psychologist will conduct the following:

- Initial psychological evaluations and discussion of laboratory data and medical information with the primary care provider
- Assess each new patient for mental health issues like substance abuse, unsafe sexual practices, medication adherence, to assist in improving or maintaining good health (e.g., decreased viral load and increased CD4 count)
- Conduct psychological diagnosis and develop treatment plans, including referral for medication prescriptions when deemed necessary
- Manage referrals for psychopharmacology follow up appointments for patients who require ongoing psychiatric treatment with psychotropic medications
- Track clients receiving counseling within their Electronic Medical Record which can document improved mental health as well as medical outcomes

Support Groups: Support groups for people living with HIV/AIDS will be focused on a "Back to Care" model and focus on African American men (including bisexual, gay, post incarcerated, IDU, criminal justice history) who are disproportionately affected by HIV/AIDS in the County. We will meet the goals of providing support group services to a minimum of 16 men:

- Recruiting support group participants through referrals from agencies with whom we collaborate and through individual outreach within Alameda County
- Conduct bi-monthly support groups that create a safe space to discuss challenges to staying in care and achievable steps to help those returning to care, to stay in care
- Address issues such as stigma, homophobia and other barriers to staying in care
- Discussing treatment adherence issues
- Identify emerging needs and provide referrals and linkage so participants can access additional services for ongoing issues (housing, food security, transportation, clothing, employment)

Outcome Objectives for Individual Counseling, as outlined on our attached workplan:

1. By February 28, 2015, at least 90% of patients will have had a medical visit with an HIV Specialist every 6 months.
2. By February 28, 2015, 85% of patients receiving counseling will report increased knowledge in healthy behaviors and reduction in high-risk behaviors
3. By February 28, 2015, 90% of patients will be provided with resources to manage their HIV infection and enhance overall health care.

Outcome Objectives for Support Groups

1. By February 28, 2015, 75% of patients attending the bi-monthly support group will report an increased understanding of how to manage their HIV infection.

Program Site: Earvin Magic Johnson Jr. Clinic at AHF Healthcare Center
411 30th Street, Suite 200, Oakland, CA 94609

Days/Hours of Operation: Monday 8:30a to 5:30p (closed for lunch 12n to 1pm)
Tuesdays 10a to 7p (closed for lunch 2pm to 3pm)
Thursdays 8:30a to 5:30p (closed for lunch 12n to 1p)

Handwritten:
WJ
9/25/14
u
9/2/14

WORK (SOW) FY 2014 - 2015

CONTRACTOR:		AIDS Healthcare Foundation	SERVICE CATEGORY:		Psychosocial Support	
MAIN PROGRAM GOAL:		To offer psychosocial support services for individual counseling for people living with HIV/AIDS, which undergo psychosocial evaluations at the beginning of their care to gain a fuller history and current status of the patient's mental health. Also support groups for people living with HIV/AIDS will be focused on a "Back to Care" model and focus on African American men (including bisexual, gay, post incarcerated, IDU, criminal justice history) who are disproportionately affected by HIV/AIDS in the County.				
INDICATORS:	UDC: 17, UOS 238: 90% of those clients receiving psychosocial support services will have a medical visit with an HIV specialist every 6 months; 85% will report increased knowledge in health behaviors and reduction in high-risk behaviors; and 90% will be provided with resources to enhance overall health care.			UDC	17	Amended UDC/UOS
	UDC: 16, UOS 416; Bi-Monthly Support Group (; (Provide bi-monthly support group for PLWHA in need of service; 8-12 participants attend bi-monthly meetings scheduled through the year) UOS 1 15-minute encounter; units (approximately 14 UOS per patient per year); 8% FTE Psychologist			UOS	238	
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF	EVALUATION
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>	<i>How will objectives attainment be tracked?</i>
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF	EVALUATION
OO #1: By February 28, 2015, at least 90% of patients will have had a medical visit with an HIV Specialist every 6 months.		1	PO #1: On 3/1/2014 begin scheduling patients to see the psychologist.	3/1/14-2/28/15	Frank Di Pelesi, PsyD	Tracking in the client Electronic Medical Record.
		2	PO #2: Psychologist will provide individualized counseling to patients when indicated to augment group participation.	3/1/14-2/28/15	Frank Di Pelesi, PsyD	Client notes and EMR
		3	PO#3 Psychologist will monitor improvements in adherence and document accordingly.	3/1/14-2/28/15	Frank Di Pelesi, PsyD	Client notes and EMR
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF	EVALUATION
OO #2: By February 28, 2015, 85% of patients receiving counseling will report increased knowledge in healthy behaviors and reduction in high-risk behaviors		1	PO #1: By February 28, 2015, provider will provide continuous monitoring of outcomes for patients receiving counseling	3/1/14-2/28/15	Frank Di Pelesi, PsyD	Weekly AHF mental health productivity reports document patient visits; documented referral and linkage to other needed services.
		2	PO #2: By February 28, 2015, 85% of patients report reduction in high-risk behaviors.	3/1/14-2/28/15	Frank Di Pelesi, PsyD	Client notes and EMR

WORK (SOW) FY 2014 - 2015

	3	PO #3: By February 28, 2015, 85% of patients report increased knowledge in health behaviors.	3/1/14-2/28/15	Frank Di Pelesi, PsyD	Entries into psychotherapy/ counseling notes in patient's medical chart.
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3	TIMELINE	STAFF	EVALUATION
OO #3: By February 28, 2015, 90% of patients will be provided with resources to manage their HIV infection and enhance overall health care	1	PO#1: By February 28, 2015, Recruit 8-12 men from target population to attend bi-monthly support group	3/1/14-2/28/15	Joe (Juba) Johnson	Referrals from CBOs, AHF clinic and individual outreach to target population.
	2	PO #2: By February 28, 2015, 90% of participants report access to resources that increase self-efficacy, decrease barriers to accessing care, and enhance overall health care	3/1/14-2/28/15	Joe (Juba) Johnson Frank Di Pelesi, PsyD	Clinical notes and EMR
	3	PO#3: By February 28, 2014, 75% of those with regular attendance demonstrate maintenance or improvement of client CD4 counts and viral loads, as indicators of improved health outcomes	3/1/14-2/28/15	Joe (Juba) Johnson	Clinical notes and EMR

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**Office of AIDS Administration
Ryan White Program (Part A & B)
Program Description - FY 2014 - 2015**

AGENCY INFORMATION			
Agency Name:	AIDS Healthcare Foundation		
Mailing Address:	6255 W. Sunset Blvd #2100	City:	Los Angeles
		Zip:	90028
Main Phone Number:	323-860-5200	Main Fax Number:	323-962-8513
Agency / Program Web Site:	www.aidshealth.org		
DEDICATED PROGRAM STAFF			
Primary Contact :	Dale Gluth	Alternate Contact:	Frank DiPelesi, PhD
Phone Number (direct):	415.218.9585	Phone Number (direct):	415.552.2814
Fax Number:	510.628.8449	Fax Number:	415.552.2909
Email Address:	dale.gluth@aidshhealth.org	Email Address:	frank.dipelesi@aidshhealth.org
FTE:		FTE:	
PROGRAM INFORMATION			
Service Category:	Substance Abuse Counseling		
Alameda County Region(s) Served :	<input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South <input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West		
Amount of Ryan White Funds:	\$39,730	Total Program Budget:	\$83,730
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment	1	2	3
	4	Amended RW Funds	\$47,730
		Revised Budget	
PROGRAM SUMMARY			
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i> *****			

Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.

The purpose of program is to assist HIV/AIDS diagnosed, Alameda County residents, to access substance abuse counseling such that they can maintain health and wellbeing.

The target population is HIV/AIDS clients who have a history of substance abuse. We recognize that substance abuse prevents clients from maintaining their health and health care goals.

Key activities and interventions:

- Availability to clients, orientation and initial assessment for service.
- Psychosocial techniques of treatment, i.e., motivational interviewing and harm reduction strategies.
- Individualized treatment plan for clients continuing in counseling.
- Collaboration with primary health caregiver.
- Collaboration with case managers regarding harm reduction plans.
- Client satisfaction surveys.

PROGRAM SUMMARY continued

Goals: to provide 1800 units of services, 15 minutes = 1 U.O.S., 45 unduplicated clients

Objectives:

- By February 28, 2015, 45 unduplicated HIV/AIDS Substance Abuse Counseling clients will receive substance abuse counseling and harm reduction services.
- By February 28, 2015, Counselor will verify client compliance with primary health care appointments, to ensure that at least 85% of clients will have had a medical visit every 6 months.
- By February 28, 2015, at least 50% of counseling clients will have been assessed for adherence to HIV treatment.

Desired Outcome: The most important outcome is to have better adherence to medical care.

Program sites:

These services will be offered at:

AIDS Project of the East Bay: Mondays and Fridays - hours: 9-6

AIDS Healthcare Foundation's Healthcare Clinic: Tuesdays - hours: 10-7

WORLD: Fridays- hours 9-6

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OAA SCOPE OF WORK (SOW) FY 2014 - 2015

SUBCONTRACTOR:		AIDS HEALTHCARE FOUNDATION		SERVICE CATEGORY:		SUBSTANCE ABUSE COUNSELING			
MAIN PROGRAM GOAL:		To assist HIV/AIDS diagnosed, Alameda County residents, to access substance abuse counseling such that they can maintain health and wellbeing.							
INDICATORS:	60% (or more) of clients will continue in Substance Abuse counseling at least 90 days; 85% of clients receiving Substance Abuse services will have a medical visit with an HIV specialist every 6 months; 50% of clients receiving Substance Abuse services will be assessed for adherence to HIV treatment.					UDC	45	Amended UDC/UOS	
						UOS	1,800		
OUTCOME OBJECTIVES		PROCESS OBJECTIVES			TIMELINE	STAFF		EVALUATION	
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>			<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>		<i>How will objectives attainment be tracked?</i>	
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1			TIMELINE	STAFF		EVALUATION	
By February 28, 2015, 45 unduplicated HIV/AIDS Substance Abuse Counseling clients will receive substance abuse counseling and harm reduction services.		1	60% of unduplicated clients will continue in Substance Abuse Counseling for at least 90 days.		03/1/14 – 02/28/15	Substance Abuse Counselor		Database Counselor's records	
		2	Counselor will complete an assessment and treatment plan for all clients that are seen for a 4 th session and beyond.		03/1/14 – 02/28/15	Substance Abuse Counselor		Database Counselor's records	
		3	Counselor will complete a midyear treatment summary for all clients continuing in treatment beyond 90 days.		03/1/14 – 02/28/15	Substance Abuse Counselor		Database Counselor's records	
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2			TIMELINE	STAFF		EVALUATION	
By February 28, 2015, Counselor will verify client compliance with primary health care appointments, to ensure that at least 85% of clients will have had a medical visit every 6 months.		1	Counselor will have contacted primary health giver for coordination and exchange of information in 85% of cases.		03/1/14 – 02/28/15	Substance Abuse Counselor		Database Counselor's records	
		2	Counselor will have discussed primary care objectives with clients in 85% of cases.		03/1/14 – 02/28/15	Substance Abuse Counselor		Database Counselor's records	
		3	Counselor will encourage and support client in seeing primary healthcare giver at least every six months.		03/1/14 – 02/28/15	Substance Abuse Counselor		Database Counselor's records	
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3			TIMELINE	STAFF		EVALUATION	
By February 28, 2015, at least 50% of Counseling clients will have been assessed for adherence to HIV treatment.		1	Counselor will help identify and label relapse triggers (stressors) and unsafe practices in 75% of reviewed cases.		03/1/14 – 02/28/15	Substance Abuse Counselor		Database Counselor's records	
		2	Counselor will note client awareness of and willingness to control/resolve triggers and/or unsafe practices, in support of adherence to HIV treatment.		03/1/14 – 02/28/15	Substance Abuse Counselor		Database Counselor's records	
		3	Counselor will note client progress in reducing or eliminating triggers or unsafe practices. Reduction will be expected in 75% of reviewed cases – clients continuing after 4 sessions.		03/1/14 – 02/28/15	Substance Abuse Counselor		Database Counselor's records	

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OFFICE OF AIDS ADMINISTRATION
Ryan White Program Requirements
FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year.
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of the current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received.

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. Proof of HIV status
2. Proof of Residence (not immigration status)
3. Proof of Income
4. Proof of Insurance Status

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of **Administrative Personnel, Operating Expenses, and Indirect Cost** which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list; which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubs/forms/forms/ClrdForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st - September 30 th	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

**Ryan White Program Requirements
Care & Treatment Contractors
FY 2014 - 2015**

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "*last resort*," with all other funding sources exhausted before using any Ryan White funds.

**TABLE 1
Required Eligibility Documentation**

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSL, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility -- 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing LabTracker must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

AIDS Healthcare Foundation
Agency Name

Peter Reis Senior Vice President
Printed Name, Title


Signature

04.04.14
Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

ADS Healthcare Foundation
AGENCY

[Signature]
EXECUTIVE DIRECTOR SR. Vice President

04.04.14
DATE

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

AHF
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **AIDS Healthcare Foundation**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900281**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

**AIDS HEALTHCARE FOUNDATION
HEALTHCARE CENTER, OAKLAND
BUDGET JUSTIFICATION FOR OUTPATIENT/AMBULATORY HEALTH SERVICES
For the Period Covered March 1, 2014 – February 28, 2015**

A. Personnel **\$ 46,238**

Clinic Medical Director – L. Wilson **\$27,224**

\$181,500 /year x 15% x 12 months

This is a full-time position that has responsibility for managing all aspects of the clinic. Dr. Wilson's physician responsibilities primarily include seeing an average of 14 patients per day, monitoring their HIV disease, prescribing the medications to control it and opportunistic infections, monitoring it by reviewing laboratory test results, refilling prescriptions, reviewing patient charts, and making appropriate referrals to specialists. The Medical Director's decision-making responsibilities impact the front office, nurse and case management, and the clinic Leadership Team. She participates in weekly/monthly, AHF-wide CME, quality assurance, and management activities.

Medical Assistant/Front Office – C. Hoskins **\$ 3,410**

\$34,097/year x 10% x 12 months

Medical Assistant Front Office – H. Portillo **\$ 3,405**

\$34,054/year x 10% x 12 months

These are full-time positions that assist medical and nursing staff. Responsibilities include documenting patient information during visits, collecting patient specimens, performing phlebotomies, and reviewing follow-up needs with patient.

Nurse Manager – M. Arceneaux **\$ 3,889**

\$77,779 /year x 5% x 12 months

This is a full-time position that provides and directs patient care. The Nurse Manager's responsibilities include supervising the MA's, assessing patients, triaging urgent cares, providing patient education, and overseeing medical supplies.

Benefit Counselor –J. Aiello **\$ 5,540**

\$55,396/year x 10% x 12 months

The Mr. Aiello conducts thorough benefits counseling sessions with each new patient to determine initial eligibility, as well as ongoing renewal interviews. Provides information about prescription drug coverage options and reviews present health coverage to maximize benefit for cost.

Office Administrator –J. Aiello **\$ 2,770**

This is a full-time position that oversees the clinic's administrative operations and supervises front office staff. Responsibilities include troubleshooting patient and staff issues, scheduling providers, patient retention, reviewing/submitting bills and invoices, preparing quality assurance data and reports for contractors, and collecting/submitting encounter forms

B. Fringe Benefits (20.33%) **\$ 9,400**

Our fringe benefit rate is 20.33% and consists of Medical and Dental Insurance (4.22%), Workers' Compensation Insurance (1.95%), FICA (7.45%), State Unemployment Insurance (5.3%), and Pension/Retirement/Other (1.41%).

C. Travel **in-kind**

Travel of supervising personnel will be covered by AHF general operating funds.

**AIDS HEALTHCARE FOUNDATION
HEALTHCARE CENTER, OAKLAND
BUDGET JUSTIFICATION FOR OUTPATIENT/AMBULATORY HEALTH SERVICES
For the Period Covered March 1, 2014 – February 28, 2015**

D. Contractual/Sub-contracts \$ 29,500

Laboratory \$29,500

AHF's laboratory sub-contractor provides laboratory services to clinic patients. This amount represents 70% of the approximate cost per client per year covered by this request. AHF will cover the remaining balance of the laboratory services expenses with general operating funds. The laboratory services are provided by LabCorp one of the world's largest clinical laboratories, and headquartered in Burlington, North Carolina. AHF has a contract with LabCorp to process all our healthcare centers' lab specimens, with a negotiated lower rate for their services.

70 Client x \$300 (Lab Work Cost) x 2 (Times per Year) = \$42,000
\$42,000 x 70.25%=\$29,500

E. Furniture & Fixture /Equipment \$ 0

F. Supplies \$ 1,593

Medical Supplies \$1,400

Covers medical supplies needed for daily operations including syringes, needles, rubber gloves, disposable gowns, urine analysis kits, blood pressure cuffs, etc. The approximate cost per month is around \$117.

Office Supplies \$193

Includes supplies and materials required for the counseling and weekly support group services (paper, pens and pencils, duplication of forms, fasteners, tape, etc.)

G. Other Operating Expenses in-kind

Rent/Lease/Space in-kind

The premises are approximately 2,577 square feet.

Monthly rent allocation for this specific program is \$4,380.97 or \$52,571 annually. Rent expenses for this program will be covered by AHF's general operating funds.

Pharmacy in-kind

This includes the cost of non-ADAP drugs prescribed for indigent Title I (part A) clients not eligible for any other third-party payors.

Telephone in-kind

Marketing and Advertising Costs in-kind

H. Total Personnel & Operating Expenses \$86,731

I. Indirect Costs (NICRA) \$ 0

This line item budgeted is the approved NICRA of 19% based on all direct costs, except for items such as equipment, other capital expenditures, contractual and other fees related to patient care. Under this budget, the NICRA has been applied to all line items, with the exception of Contractual/SubContract line items.

AIDS HEALTHCARE FOUNDATION
HEALTHCARE CENTER, OAKLAND
BUDGET JUSTIFICATION FOR OUTPATIENT/AMBULATORY HEALTH SERVICES
For the Period Covered March 1, 2014 – February 28, 2015

Note: AIIFs NICRA rate is 19%, however, due to budget constraints we are not able to capture this cost.

J. Total Budget

\$86,731

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Office of AIDS Administration
AMBULATORY MEDICAL CARE TRADITIONAL
 Reimbursable Fee Schedule
 2014 - 2015

CONTRACTOR:	AIDS HEALTHCARE FOUNDATION	
RYAN WHITE S:	\$70,500	

1. NUMBER OF PLANNED CLIENT ENCOUNTERS	Rate		Total
New Clients (<i>new to your agency</i>)		\$170	\$0
Continuing Clients (<i>known clients receiving ongoing care</i>)	140	\$170	\$23,800
TOTAL CLIENTS	140	Total	\$23,800

2. LAB & DIAGNOSTICS (\$600 per client per year)	UDC	Rate	Total
Number of Unduplicated Clients (<i>UDC</i>)	70	\$600	\$42,000
TOTAL UDC	70	Total	\$42,000

3. ENHANCED SERVICES	UOS	Rates	Total
Interdisciplinary (<i>face-to-face per 15 minutes</i>)	1395	\$15	\$20,931
Coordination of Care (<i>per 25 minutes</i>)		\$25	\$0
TOTAL UOS	1395	TOTAL	\$20,931

4. TOTALS OF ROWS 1 - 3	GRAND TOTAL	\$86,731
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5. DEFINITIONS:

New Clients: Are new to your agency and may be beginning initial medical care

Continuing Clients: Are known clients of your agency who are receiving ongoing medical care

Lab & Diagnostic: HIV/AIDS diagnostic labs and test associated with ongoing care (i.e. viral load, T-cell count etc.)

Interdisciplinary: Any consultation between multiple providers from different disciplines about a common client.

Coordination of Care: Monitoring and follow-up on patient health status through patient assessment, education, consultation, referrals and counseling

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**AIDS Healthcare Foundation
Healthcare Center, Oakland
BUDGET- Medical Case Management
For the Period Covered March 01, 2014 - February 28, 2015**

		Annual Salary	FTE	Direct Cost	Amount Indirect Cost	Total
A. Personnel						
Nurse Manager	Arceneaux, Monica	\$77,779	51.82%	40,304	\$0	\$40,304
Subtotal Personnel				40,304	\$0	\$40,304
B. Fringe Benefits at 20.33%				8,194	\$0	\$8,194
Total Personnel				48,498	\$0	\$48,498
C. Travel						
				-	\$0	\$0
D. Contractual/Sub-contracts						
				-	\$0	\$0
E. Furniture & Fixture/Equipment						
				-	\$0	\$0
F. Supplies						
Office supplies				-	\$0	\$0
G. Other Operating Expenses						
Rent/Lease/Space				-	\$5,388	\$5,388
Telephone				-	\$0	\$0
				-	\$0	\$0
H. Total Personnel & Operating Expenses				48,498	\$5,388	\$53,886
I. Indirect Costs (NICRA of 19%)						
				-	\$0	\$0
J. Total Budget						
				48,498	5,388.00	\$53,886

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**AIDS HEALTHCARE FOUNDATION
HEALTHCARE CENTER, OAKLAND
BUDGET JUSTIFICATION FOR MEDICAL CASE MANAGEMENT
For the Period Covered March 01, 2014 – February 28, 2015**

A. Personnel **\$ 40,304**

Nurse Manager – M. Arceneaux **\$ 40,304**

\$77,779/year x 51.82% x 12 months

This is a full-time position that provides an initial assessment of service needs, development of a comprehensive, individualized service plan, and directs patient care. The Nurse Manager's responsibilities include supervising the MA's, triaging urgent cares, providing patient education, and overseeing medical supplies.

B. Fringe Benefits (20.33%) **\$ 8,194**

Our fringe benefit rate is 20.33% and consists of Medical and Dental Insurance (4.22%), Workers' Compensation Insurance (1.95%), FICA (7.45%), State Unemployment Insurance (5.3%), and Pension/Retirement/Other (1.41%).

C. Travel **\$ 0**

D. Contractual/Sub-contracts **\$ 0**

E. Furniture & Fixture /Equipment **\$ 0**

F. Supplies **in-kind**

Office Supplies **in-kind**

This line item include supplies and materials, required for the day-to-day case management: paper goods, pens and pencils, duplication of forms, fasteners, tape, computer software, etc. Due to budget constraints, AHF will cover the cost for this line item out of general operating funds.

G. Other Operating Expenses **\$ 5,388**

Rent/Lease/Space **\$ 5,388**

The premises are approximately 2,577 square feet. Monthly rent allocation is \$700.00 or \$8,400 annually. AHF is requesting approximately 64% of the total rent cost. AHF will cover the balance of the RW costs for this line item out of general operating funds.

Telephone **in-kind**

Due to budget constraints, AHF is not requesting funds and will cover the RW costs for this line item out of general operating funds.

H. Total Personnel & Operating Expenses **\$ 53,886**

I. Indirect Costs **\$ 0**

This line item budgeted is the approved NICRA of 19% based on all direct costs, except for items such as equipment, other capital expenditures, contractual and other fees related to patient care.

Note: Due to budget constraints we are unable to capture this cost.

J. Total Budget **\$53,888**

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**AIDS Healthcare Foundation
Healthcare Center, Oakland
BUDGET- Psychosocial Support
For the Period Covered March 1, 2014 - February 28, 2015**

		Annual Salary	FTE	Direct Cost	Amount Indirect Cost	Total
A. Personnel						
Community Outreach Worker	Johnson, Juba	\$40,949	10.0%	\$4,095	\$0	\$4,095
Psychologist -Part-Time	DiPesi, Frank	\$149,760	8.4%	\$12,580	\$0	\$12,580
Subtotal Personnel				\$16,675	\$0	\$16,675
B. Fringe Benefits						
Full-Time Employees @ 20.33%			20.33%	\$832	\$0	\$832
Part-Time Employees @ 9.15%			9.15%	\$1,156	\$0	\$1,156
Subtotal Fringe Benefits				\$1,988	\$0	\$1,988
Total Personnel				\$18,663	\$0	\$18,663
C. Travel						
				\$0	\$0	\$0
D. Contractual/Sub-contracts						
				\$0	\$0	\$0
E. Furniture & Fixture/Equipment						
				\$0	\$0	\$0
F. Supplies						
Office supplies				\$0	\$0	\$0
G. Other Operating Expenses						
Patient Meals				\$1,006	\$0	\$1,006
				\$1,006		\$1,006
H. Total Personnel & Operating Expenses						
				\$19,669	\$0	\$19,669
I. Indirect Costs (NICRA of 19%)						
				\$0	\$0	\$0
J. Total Budget						
				\$19,669	\$0	\$19,669

Note:

No more than 10 percent (10%) of funds are budgeted for indirect cost (administrative cost)

** AHF NICRA rate is 19%, however, due to budget constraints, we are unable to capture these costs.

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**AIDS HEALTHCARE FOUNDATION
HEALTHCARE CENTER, OAKLAND
BUDGET JUSTIFICATION FOR PSYCHOSOCIAL SUPPORT
For the Period Covered March 1, 2014 – February 28, 2015**

A. Personnel **\$ 16,675**

Community Outreach Worker – J. Johnson **\$ 4,095**

\$40,949/year x .10 FTE x 12 months

This is a full-time position that will be facilitating the support groups for this project for four (4) hours bi-weekly and documents all services provided. The job focuses on contact with community members through the first-hand delivery of programming. The position includes the planning and development of this programming, then implementation and evaluation of outcomes.

Psychologist – F. Di Peles **\$ 12,580**

\$149,760/year x .084 FTE x 12 months

This is a part-time position that is responsible for the provision of the psychological counseling services. Assesses, diagnoses and treats patients with mental, emotional and behavioral disorders, formulates a treatment program, provides on-going psychological counseling to patients

B. Fringe Benefits **\$ 1,989**

Rate for full-time employees is 20.33% and consists of Medical and Dental Insurance (4.22%), Workers' Compensation Insurance (1.95%), FICA (7.45%), State Unemployment Insurance (5.3%), and Pension/Retirement/Other (1.41%). **\$ 832**

Part-time employee rate is 9.19%; consists of Workers' Compensation Insurance (1.33%), FICA (7.16%), and State Unemployment Insurance (.70%). **\$ 1,156**

F. Supplies **in-kind**

Office Supplies **in-kind**

Include supplies and materials required for the counseling and weekly support group services (paper, pens and pencils, duplication of forms, fasteners, tape, etc.). Due to budget constraints, AHF will cover these expenses out of general operating funds.

G. Other Operating Expenses **\$ 1,006**

Patient Meals **\$ 1,006**

The Patient Meals will be provided to patients attending psychosocial support groups. Food will be purchased and prepared or ordered for delivery. Due to budget constraints, AHF will cover the balance of these expenses out of general operating funds.

Telephone **in-kind**

Telephone costs are approximately \$360/year for the Community Outreach Worker. AHF will cover telephone expenses out of general operating funds.

H. Total Personnel & Operating Expenses **\$ 19,669**

I. Indirect Costs **\$ 0**

This line item budgeted is the approved NICRA of 19% based on all direct costs, except for items such as equipment, other capital expenditures, contractual and other fees related to patient care.

Note: Due to budget constraints we are unable to capture these costs.

J. Total Budget

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\$19,669

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**AIDS Healthcare Foundation
Healthcare Center, Oakland
BUDGET-Substance Abuse Counseling
For the Period Covered March 1, 2014 - February 28, 2015**

		Annual Salary	FTE	Direct Cost	Amount Indirect Cost	Total
A. Personnel						
Clinic Medical Director	Wilson, Lisha MD	\$181,500	1.50%	\$0	\$2,723	\$2,723
Substance Use Counselor Part-Time	D'Costa, Niralli	\$57,886	55.00%	\$31,826	\$0	\$31,826
Psychologist Part-Time	DiPolesi, Frank	\$149,760	5.85%	\$8,761	\$0	\$8,761
Subtotal Personnel				\$40,587	\$2,723	\$43,310
B. Fringe Benefits						
Full-Time Employees @ 20.33%				\$0	\$554	\$554
Part-Time Employees @ 9.19 %				\$3,730	\$0	\$3,730
Subtotal Fringe Benefits				\$3,730	\$554	\$4,284
Total Personnel				\$44,316	\$3,277	\$47,593
C. Travel				\$0	\$0	\$0
Auto Fuel/Toll/Parking					\$0	\$0
D. Contractual/Sub-contracts				\$0	\$0	\$0
E. Furniture & Fixture/Equipment				\$0	\$0	\$0
F. Supplies				\$0	\$137	\$137
Office Supplies					\$137	\$137
G. Other Operating Expenses				\$0	\$0	\$0
Telephone				\$0		\$0
H. Total Personnel & Operating Expenses				\$44,316	\$3,414	\$47,730
I. Indirect Costs (NICRA of 19%)				\$0	\$0	\$0
J. Total Budget				\$44,316	\$3,414	\$47,730

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**AIDS HEALTHCARE FOUNDATION
HEALTHCARE CENTER, OAKLAND
BUDGET JUSTIFICATION FOR SUBSTANCE ABUSE COUNSELING
For the Period Covered March 01, 2014 – February 28, 2015**

A. Personnel **\$ 47,593**

Clinic Medical Director – L. Wilson, MD **\$2,723**

\$181,500/year x .015 FTE x 12 months

This is a full-time position that has responsibility for managing all aspects of the clinic. The Medical Director's decision-making responsibilities impact the front office, nurse and case management, and the clinic Leadership Team. Dr. Wilson will meet with the Substance Abuse Counselor for at least 30 minutes each week, for clinical consultation and service utilization management.

Substance Abuse Counselor – D'Costa, Nirali **\$31,826**

\$57,866/year x .55 FTE x 12 months (Part-Time)

Substance Abuse Counselor is a part-time position that provides an initial assessment of service needs, client counseling, and all documentation of services. Conducts a psycho/social assessment on all new clients; conducts additional follow-up assessments as required by regulation or deemed necessary by the healthcare team. The Counselor's responsibilities include client education, and facilitating coordination of services with other service agencies for this project. Substance Abuse Counselor needs to collaborate with the healthcare center team (nursing, medicine, benefits) to link client with community services and programs as necessary.

Psychologist – F. Di Peles **\$8,761**

\$149,760/year x .0585 FTE x 12 months (Part-Time)

This is a part-time position that is responsible for the provision of the psychological counseling services. Assesses diagnoses and treats patients with mental, emotional and behavioral disorders, formulates a treatment program, provides on-going psychological counseling to patients for at least 3 hours per week. Due to the budget constraints AHF will cover the balance out of general operating funds.

B. Fringe Benefits **\$ 4,284**

Full-Time employee **\$554**

Rate for full-time employees is 20.33% and consists of Medical and Dental Insurance (4.22%), Workers' Compensation Insurance (1.95%), FICA (7.45%), State Unemployment Insurance (5.3%), and Pension/Retirement/Other (1.41%).

Part-Time employee **\$3,730**

Part-time employee rate is 9.19%; consists of Workers' Compensation Insurance (1.33%), FICA (7.16%), and State Unemployment Insurance (.70%).

C. Travel **in-kind**

Auto Fuel/Toll/Parking

Expenses will be reimbursed for the Substance Abuse Counselor, for the approximately of \$20 per month, for travel between agency sites. However, due to budget constraints, AHF will cover these expenses out of general operating funds.

**AIDS HEALTHCARE FOUNDATION
HEALTHCARE CENTER, OAKLAND
BUDGET JUSTIFICATION FOR SUBSTANCE ABUSE COUNSELING
For the Period Covered March 01, 2014 – February 28, 2015**

D. Contractual/Subcontracts **\$ 0**

E. Furniture/Fixture/Equipment **\$ 0**

F. Supplies **\$ 137**

Office Supplies **\$137**

These expenses include supplies and materials for day-to-day counseling (e.g. paper goods, pens and pencils, duplication of forms, fasteners, tape, computer software, etc.).
The balance will be covered by general operating funds.

G. Other Operating Expenses **in-kind**

Telephone **in-kind**

This line item covers the monthly charges for program telephone expenses for approximately \$40 per month.

H. Total Personnel and Operating Expenses **\$ 47,730**

I. Indirect Costs **\$ 0**

This line item budgeted is the approved NICRA of 19% based on all direct costs, except for items such as equipment, other capital expenditures, contractual and other fees related to patient care is an in-kind donation.

J. Total Budget **\$47,730**

013

7/28/2014

WJ 8/15/14

OKD

WJ 9/15/14
WJ 9/12/14

II. TERMS AND CONDITIONS OF PAYMENT

1. Contractor shall use the following procedures in billing County for services rendered under this contract.
 - a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
 - b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
 - c. Reimbursement for all services shall not exceed \$17,334.67 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.
2. Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.
3. Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.
4. In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$17,334.67, any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.
5. Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$208,016.00 allocated by the County under this contract.
6. a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost ~~once~~per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

7. Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
1. Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
3. Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
2. Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
4. Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
5. Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)" or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale, CA 91203		CONTACT NAME: PHONE (A/C, No, Ext): (818) 539-2300 FAX (A/C, No): (818) 539-2301 E-MAIL: ADDRESS:		
INSURED AIDS Healthcare Foundation 6255 W Sunset Blvd, 21st Floor Los Angeles, CA 90028		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Great American Insurance Company		16691
		INSURER B: Quality Comp Inc		
		INSURER C: NORCAL Mutual Insurance Company		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR WYS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Misconduct GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	PAC0255296 02	3/1/2014	3/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POF AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		CAP0255297 02	3/1/2014	3/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UMB0255298 02	3/1/2014	3/1/2015	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$ 7,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	0150241010	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab		704882	12/1/2013	12/1/2014	Per Claim 2,000,000
C	Professional Liab		704882	12/1/2013	12/1/2014	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Professional Liability Coverage: Includes Sexual Misconduct Coverage

Professional Liability Coverage: Retroactive Date 12/1/96

Re 400 30th St Ste. 300 Oakland, CA. The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents employees and volunteers are named additional insured with respects to the operations of the named insured. Workers compensation coverage excluded, evidence only. Endorsement to Follow.

CERTIFICATE HOLDER

CANCELLATION

County of Alameda Dept. of Public Health
Office of AIDS Administration
1000 Broadway, Suite 310
Oakland, CA 90607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RE: Quality Comp, Inc. - Group Workers' Compensation Program

To Whom It May Concern: -

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with NY Marine & General Insurance Company (NY-MAGIC). NY-MAGIC is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California. The company is rated "A" Category "VIII" by A.M. Best & Company (NAIC#16608).

Specific Excess Insurance

Excess Workers' Compensation: Statutory per occurrence excess of \$500,000

Employers Liability: \$1,000,000 Limit

Term of Coverage

Effective Date: January 1, 2014

Expiration: January 1, 2015

Please contact me if you should have any questions or require additional information. Thank you.

Sincerely,

Caryn A. Riff/jh

Caryn A. Riff, ARM
Chief Operating Officer

CAR;jh

NUMBER 4515 - 0024

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

AIDS Healthcare Foundation

(Name of Affiliate)

STATE OF INCORPORATION CA

Quality Comp, Inc.

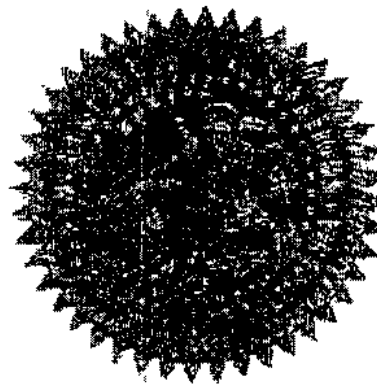
(Master Certificate Holder)

STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No. 4515.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE: October 7, 2010 DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



James A. Ware, Chief

John C. Duncan, Director

*Revocation of Certificate.--"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him."(Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 - Administration of Self Insurance

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 4515

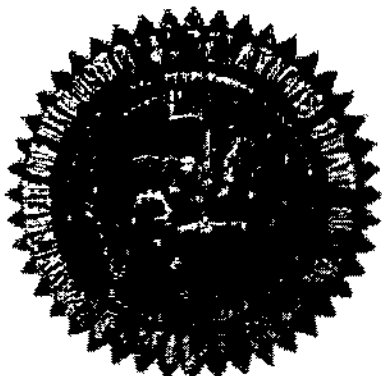
CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.

THIS IS TO CERTIFY, That (a CA corporation)

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:

THE 1st DAY OF December, 2004

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

John M. Rea
JOHN M. REA

DIRECTOR

Mark T. Johnson
MARK T. JOHNSON

MANAGER

* Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.



EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § 210 of OMB Circular A-133 and which expend annual Federal awards of

1. \$500,000 or more must have a single audit in accordance with § 500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § 235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § 230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and AIDS HEALTHCARE FOUNDATION, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within five (5) days of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: AIDS Healthcare Foundation

By (Signature): [Signature]

Print Name: Michael Weinstein

Title: President

COMMUNITY BASED ORGANIZATION **Master Contract Exhibit A and B Coversheet**

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 89890 Board PO #: PHSVC- 8486
 Business Unit #: PHSVC Master Contract #: 900948 Procurement Contract #: 9895 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$11,500	\$80,500
Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum							\$80,500

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **Yvette A. Flunder Foundation, Inc.**

Contractor Address: 1271 Washington Avenue, # 200 BOS District:
 San Leandro, CA 94577

Remittance Address: Same as above

Location Number: 001

Contractor Telephone #: (415) 861-6130

Federal Tax ID#: 32-0095516

Contractor Contact Person: Franzetta Houston

Telephone #: (415) 861-6130

Contract Service Category: **Medical Case Management**

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed **\$6,708.33** without written approval by
 OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$23,000	\$69,000	\$80,500		
Exhibit #					
Amount of Encumbrance	\$23,000	\$46,000	\$11,500		
File Date			9/9/14		
File/Item #			182946E		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:

Federal/CFDA # : 93-914	State	County
\$80,500	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 11/7/14

By: [Signature]

Name: Muntu Davis, M.D., M.P.H.

Title: Director and Health Officer

CONTRACTOR: Date: 10/24/14

By: [Signature]

Name: Franzetta Houston

Title: Chief Operating Officer

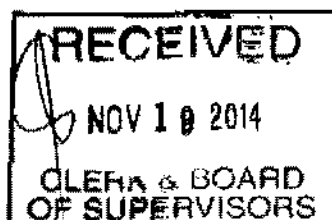


EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **Yvette A. Flunder Foundation, Inc.**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900948**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category: **Medical Case Management**

**RYAN WHITE PROGRAM
PART A (TITLE I)**

Program Description for 2014 – 2015

Agency Name: Yvette A. Flunder Foundation, Inc.
Mailing Address: 1271 Washington Ave., Box #220, San Leandro, CA 94577
DEDICATED STAFF
Program Contact Person (primary): Kenny Hall Phone Number (direct line): (510) 382-9166 E-Mail Address: khall1951@gmail.com Fax Number: (510) 382-9527 FTE: 1.0
Program Contact Person (alternate): Franzetta L. Houston Phone Number (direct line): (415) 931-3046 E-Mail Address: Fhouston@pacbell.net Fax Number: (415) 931-4066 FTE: 1.0
PROGRAM INFORMATION
Service Category: Case Management
Alameda County Region(s) Served: <input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South <input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West
Agency / Program Web Site: www.sfrefuge.org
Amount of Ryan White Funds: \$80,500
Total Program Budget: \$80,500
PROGRAM SUMMARY
<p><i>YAF – Case Management – 3/1/14 – 2/28/15</i></p> <p>Case Management Services of the Yvette A. Flunder Foundation, Inc. is a joint collaboration between the participant and program staff. Program participant's needs are identified and assistance is provided by helping program participants develop appropriate goals and objectives, providing advocacy and HIV/STD education and prevention information and soliciting client feedback. All services and individualized service plans are fully client-driven and are provided in conjunction with the fullest possible involvement of the participant, other community based and public/private organizations.</p> <p>The following services will be provided:</p> <ul style="list-style-type: none">• Client outreach, screening, intake and assessment interviews. These services may be performed at a shelter, the client's home, a hospital or during an office visitation.• Case management that focuses on stabilizing the client through risk reduction planning, supportive counseling, advocacy assistance with various systems, information and referrals;• Links to and/or supportive permanent housing links to and/or subsidized housing;• Referrals to direct emergency assistance and assistance with application processing• Coordinated medical care and spiritual support• HIV Education and Prevention resources specifically designed to address the needs of HIV positive individuals.• Facilitation of the Project Independence Rental Subsidy Program;• Information and referrals <p style="text-align: center;">Services will be provided at 8501 International Blvd, Family Life Center, Room D105 Oakland, CA 94603</p> <p>Hours of Operation: Monday – Friday, 8:30 am to 4:30 pm, some evening hours during the week as needed.</p>

February 12, 2014

Contractor: Yvette A. Flunder Foundation, Inc.

Service Category: Case Management

UDC: 28 / UOS: 6,144 UOS Definition = 15 minutes of treatment

Main Program Goal:

To enhance the quality of life of HIV+ individuals by providing services that assist clients in the following:

- Adhering to medical regimens to sustain and improve health status
- Providing culturally appropriate behavioral interventions to support behavior change that ultimately leads to a reduction in high-risk behavior
- Participation in psychosocial support services and individualized HIV prevention interventions that will assist client in achieving identified goals outlined in the Risk Reduction Plan and Individual Service Plan

Indicators:

1. The % reporting a reduction in high-risk behavior
2. The % of clients who adhere to medical treatment regimen
3. The % connected to other external support services that promote stability and positive behavior change

OUTCOME OBJECTIVES (Minimum of 3 - listed in order of importance)	PROCESS OBJECTIVES/ ACTIVITIES (Minimum of 3 for each outcome objective - listed in order of importance)	TIMELINE	LEAD ROLE	DATA SOURCE
OO #1: February 28, 2015, 100% of the clients enrolled in Case Management services for six months will access HIV Specialist/primary care at least every six months.				
	PO #1: By February 28, 2015, Program staff will ensure that 90% clients will receive government benefits for which they are eligible	3/1/14-2/28/15	Case Mgr	Progress notes/referrals Service plans Benefit award letter from provider

February 12, 2014

	PO #2: By February 28, 2015 Clients with mental health needs who have been in the program longer than three months, will be connected to and utilizing mental health services.	3/1/14-2/28/15	Case Mgr	Progress notes Clinician/Therapist Verification Case Conference Notes
	PO #3: By February 28, 2015 the Case Manager will document client's adherence to medical regimen/alternative therapies outlined in individual service plan.	3/1/14-2/28/15	Case Mgr.	Progress Notes Case Conference Notes Client medical records abstraction
DO #2:: By February 28, 2015, At least 95% of the clients who have been actively engaged in the program will have documented assessments of Mental Health and/or Substance Use Services				
	PO #1: February 28, 2015, The Case Manager will conduct risk assessments and develop individual risk reduction plans	3/1/14-2/28/15	Case Mgr.	Client Referral Form Intake Package & Risk Assessment Individual Risk Reduction Plan
	PO #2: By February 28, 2015, Case Manager will conduct as needed weekly individual risk reduction counseling sessions utilizing harm reduction principles	3/1/14-2/28/15	Case Mgr.	Progress Notes
	PO #3: By February 28, 2015, The Case Manager will provide individualized education and interventions designed to reduce HIV transmission and re-infection (including super infection).	3/1/14-2/28/15	Case Mgr.	Progress Notes Individual Risk Reduction Plans

February 12, 2014

OUTCOME OBJECTIVES (Minimum of 3 - listed in order of importance)	PROCESS OBJECTIVES/ ACTIVITIES (Minimum of 3 for each outcome objective - listed in order of importance)	TIMELINE	LEAD ROLE	DATA SOURCE
OO #3: By February 28, 2015, 70% of the program's client will have a case management plan consistent with established standards that include a medical treatment plan. The case management plan will include risk assessment and risk reduction plan.				
	PO#1: 1 By February 28, 2015, Program staff will document client progress and satisfaction in learning and utilizing harm reduction techniques and protective behaviors (including disclosing HIV serostatus)	3/1/14-2/28/15	Case Mgr.	Progress Notes (client self-reporting on behaviors) Client Satisfaction Survey
	PO#2: By February 28, 2015, Program staff will continually assess clients to determine utilization of external referrals, skill building resources and satisfaction with services and encourage continuance	3/1/14-2/28/15	Case Mgr	Progress Notes Case Conference Notes Re-evaluation of risk reduction plan and individual service plan
	PO #3: By February 28, 2015, Case Manager will document client's concerns, progress and satisfaction in meeting service plan objectives	3/1/14-2/28/15	Case Mgr.	Progress notes, quarterly client satisfaction surveys Number and type of service referrals completed

February 12, 2014

OO #4: By February 28, 2015, 70% of the program's client will have documented oral health referral and documentation of visit.	PO#1: 1 By February 28, 2015, Program staff will document client's referrals to oral health provider(s)	3/1/14-2/28/15	Case Mgr.	Progress Notes, Referral documentation
	PO#2: By February 28, 2015, Program staff will meet with clients to determine utilization of referrals and document client's satisfaction with service provider.	3/1/14-2/28/15	Case Mgr	Progress Notes Case Conference Notes Update on the number of referrals completed
			Case Mgr.	Progress notes, quarterly client satisfaction surveys Number and type of service referrals completed



OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year .
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of th current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received.

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. Proof of HIV status
2. Proof of Residence (not immigration status)
3. Proof of Income
4. Proof of Insurance Status

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of **Administrative Personnel, Operating Expenses, and Indirect Cost** which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list, which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.

2. **HIV/AIDS Reporting Requirements**

California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:

<http://www.cdph.ca.gov/pubsforms/forms/CvrlForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st – September 30 th	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

Care & Treatment Contractors

FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "last resort," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing **LabTracker** must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

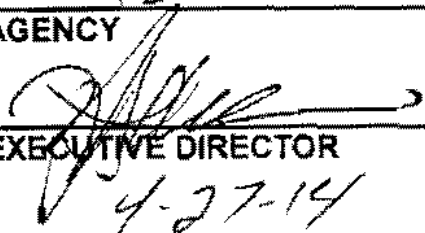
The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

YAFFI

AGENCY



EXECUTIVE DIRECTOR

4-27-14

DATE

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

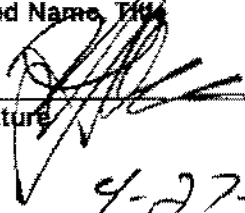
I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

YAFFI

Agency Name

YVETTE A. FLUNDER, CEO

Printed Name, Title



Signature

9-27-14

Date

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

FLUNDER
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **Yvette A. Flunder Foundation, Inc.**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900948**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

Yvette A. Flunder Foundation, Inc.
BUDGET - Case Management
For the Period Covered March 01, 2014 - February 28, 2015

	Annual		Amount		
	Salary	FTE	Direct Cost	Indirect Cost	Total
1. Personnel					
Chief Operating Officer	65,000	0.8%	-	0	0
Case Manager	54,500	1.0%	54,500	0	54,500
Subtotal Personnel			54,500	0	54,500
3. Fringe Benefits at 25%			13,825	6,200	18,825
Total Personnel			68,125	6,200	73,325
2. Travel			2,400	0	2,400
Local Travel			2,400	0	2,400
2. Contractual/Sub-contracts			2,100	975	3,075
Clinical Consultation			2,100	0	2,100
CPA				975	975
3. Furniture & Fixture/Equipment			-	0	0
4. Supplies				1,000	1,000
Office Supplies				1,000	1,000
3. Other Operating Expenses				700	700
Postage				500	500
Printing & Duplicating				200	200
4. Total Personnel & Operating Expenses			72,625	7,875	80,500
Total Budget			72,625	7,875	80,500

Note:

No more than 10 percent (10%) of contracted funds can be expended for indirect cost(administrative cost)

002

10/14/14

See no audit
10.6.2014

10/15/14
10/14/14

**CASE MANAGEMENT SERVICES
BUDGET JUSTIFICATION**

For the Period Covered March 01, 2014 – February 28, 2015

A. PERSONNEL \$73,325

Chief Operating Officer—Franzetta Houston
\$65,000/year x .08%

Oversees programmatic implementation, including program planning, hiring and supervision of staff, oversight of subcontractors, financial management, and reporting.

Case Manager—Kenneth Hall \$54,500

\$54,500/year x 1.0 FTE

The position provides case management to ensure adequate and culturally appropriate delivery of medical care and treatment and support services to meet emergency and daily living needs of clients served.

B. Fringe Benefits \$18,825

Our fringe benefit rate is 25% and consists of Health and Dental Insurance (8.70%), State Unemployment Insurance (1.93%), Worker's Compensation (2.20%) Employer FICA (7.65%), Employer Medicare (4.52%).

\$5200 is for benefits for the Chief Operating Officer whose time is in-kind to the program.

\$13,625 is for benefits for the full-time Case Manager

C. Travel \$2400

Local Travel—local travel reimbursement (56.5 cents per mile), parking fees for 12 months

D. Contractual/Sub-contracts \$3075

Monthly clinical consultation with licensed clinician.
\$175 x 12 months = \$2,100

Finance Professional, financial records review and annual audit
\$975

F. Supplies

\$1000

Office Supplies - \$1,000

These expenses are for the standard office supplies required to conduct the business of the program, including paper, pens, pencils, filing supplies, etc.

G. Other Operating Expenses

\$700

Postage- \$500

These expenses are for sending outreach materials, newsletters, correspondence and reporting activities.

Printing & Duplicating - \$200

Business Cards, program flyers and brochures

H. Total Personnel & Operating Expenses

\$80,500

I. Total Budget

\$80,500

II. TERMS AND CONDITIONS OF PAYMENT

1. Contractor shall use the following procedures in billing County for services rendered under this contract.
 - a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
 - b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
 - c. Reimbursement for all services shall not exceed \$6,708.33 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.
2. Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.
3. Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.
4. In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$6,708.33 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.
5. Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$80,500.00 allocated by the County under this contract.
6.
 - a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

 - b. Contractors providing cost-based services may be allowed to renegotiate the unit cost once per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

7. Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A.VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) 	



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
01/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Ohio, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:
	PHONE (A/C NO. EXT.): 877-945-7378 FAX (A/C NO.): 866-217-7737
	E-MAIL ADDRESS: certificate@willis.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Lexington Insurance Company NAIC # 19437-002
INSURED (0915000) City of Refuge 1271 Washington Ave., Box 220 San Leandro, CA 94577	INSURER B: Hartford Fire Insurance Company 19582-001
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 21050571

REVISION NUMBER: See Remarks

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR INSRD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		11449743 & 048409888	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COM/PROP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			11449743 & 048409888	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC SEE BELOW	10/1/2013	10/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Abuse Per Claim			11449743 & 048409888	1/1/2014	1/1/2015	\$1,000,000 Limit
	Abuse Limit Aggregate						\$2,000,000 Limit
	Pastoral Limit Per Claim						\$2,000,000 Limit
	Pastoral Limit Aggregate						\$2,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach Acord 101, Additional Remarks Schedule, if more space is required)

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 12/27/2013 WITH ID: 20909869

see below:

Worker's Compensation Policy #45WEGBU1723

CERTIFICATE HOLDER**CANCELLATION**

Alameda County Public Health Department Office of Aids 1000 Broadway, Suite 268 Oakland, CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Coll: 4306512 Tpl: 1753675 Cert: 21050571 ©1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Ohio, Inc.		NAMED INSURED (0015000) City of Refuge 1271 Washington Ave., Box 220 San Leandro, CA 94577	
POLICY NUMBER See First Page			
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE: See First Page	
ADDITIONAL REMARKS			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Employee Dishonesty (Crime)
 Policy Number: 084543361
 Carrier: Lexington Insurance Company
 Effective Date: 01/01/2014
 Expiration Date: 01/01/2015
 \$1,000,000 Limit

Directors & Officers Liability
 Policy Number: 11463648 & 017586827
 Carrier: Lexington Insurance Company
 Effective Date: 01/01/2014
 Expiration Date: 01/01/2015
 Limits:
 \$2,000,000 per participant
 \$15,000,000 group aggregate

Additional Named Insured: Ark of Refuge, Inc. and YA Flunder Foundation.

The Alameda County Public Health Department is an Additional Insured with respects to General Liability as required by written contract.

This endorsement, effective: 1/1/2014

Forms a part of Policy No.: 11449743 & 048409888

Issued to: The United Church Purchasing Group of Colorado

By: Lexington Insurance Company

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT ENDORSEMENT

- A. **Section II – Who is an Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage".
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
1. This insurance provides coverage with regard to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** (Section I – coverages only.)
 2. The person or organization is only an additional insured with respect to liability arising out of "your work", "your product", or your operations.
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of insurance shown in the Declarations pertaining to the coverage provided herein.
 4. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work", "your product", or your operations included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
 5. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis, unless the written contract or written agreement with additional insured specifically requires that this insurance be primary and non-contributory with any other insurance carried by the additional insured. In such case, this insurance shall be primary and non-contributory with any other insurance carried by the additional insured.
- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our options, result in the claim or "suit" be denied.

All other terms and conditions of the policy remain the same.



Authorized Representative

EXHIBIT D AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ____, 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ____, 500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ____, 235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ____, 230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and The Yvette A. Funder Foundation, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Y. A. FLUNDER FOUNDATION

By (Signature): Toni Dunbar

Print Name: TONI DUNBAR

Title: EXECUTIVE DIRECTOR

COMMUNITY BASED ORGANIZATION **Master Contract Exhibit A and B Coversheet**

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 17900 Board PO #: PHSVC- 8396
 Business Unit #: PHSVC Master Contract #: 900148 Procurement Contract #: 9876 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$62,155	\$384,614
Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum							\$384,614

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **Alameda Health Consortium**

Contractor Address: 101 Callan Avenue, Suite 300 BOS District:
 San Leandro, CA 94577

Remittance Address: Same as above

Location Number: 001

Contractor Telephone #: (510) 567-1550

Federal Tax ID#: 51-0189590

Contractor Contact Person: Ralph Silber

Telephone #: (510) 567-1550

Contract Service Category: Oral Health Care

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed **\$32,051.17** without written approval by
 OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$107,486	\$322,459	\$384,614		
Exhibit #					
Amount of Encumbrance	\$107,486	\$214,973	\$62,155		
File Date			9/9/14		
File/Item #			18/29446E		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:

Federal/CFDA # : 93-914	State	County
\$384,614	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 10/9/14
 By: [Signature]
 Name: Muntu Davis, M.D., M.P.H.
 Title: Director and Health Officer

CONTRACTOR: Date: 9/8/14
 By: [Signature]
 Name: Ralph Silber
 Title: Executive Director

(n)checessSignature Coversheet FY1

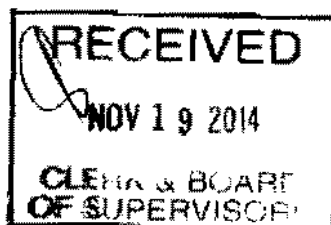


EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **Alameda Health Consortium**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900148**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category: **Oral Health Care**

Alameda Health Consortium
HIV Dental Care Program
Ryan White Program - Part A
PROGRAM DESCRIPTION
March 1, 2014– February 28, 2015

Agency Name: Alameda Health Consortium
Mailing Address: 101 Callan Avenue, Suite 300, San Leandro, CA 94577
DEDICATED STAFF
Program Contact Person (primary): Lois Bailey Lindsey Phone Number (direct line): (510) 297-0233 E-Mail Address: llindsey@alamedahealthconsortium.org Fax Number: (510) 297-0239 FTE: .15
Program Contact Person (alternate): Latonya Hines Phone Number(direct line): (510) 297-0257 E-Mail Address: lhines@chcnetwork.org Fax Number: (510) 297-0238
Program Contact Person (alternate): Hilda Ochoa Phone Number(direct line): (510) 297-0232 E-Mail Address: hochoa@alamedahealthconsortium.org Fax Number: (510) 297-0239 FTE: .117
PROGRAM INFORMATION
Service Category: Oral Health /
Alameda County Region(s) Served: X North X South East West
Agency / Program Web Site: www.alamedahealthconsortium.org
Amount of Ryan White Funds: \$384,614
Total Program Budget: \$384,614 ✓
PROGRAM SUMMARY
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i> *****
The HIV Dental Care Program, also known as the Care Program, is a collaborative effort between the Alameda Health Consortium and seven community-based primary care clinics. The Care Program provides free or low-cost confidential oral health services to low-income, medically indigent HIV+ individuals living in Alameda County.
The participating clinics include the Alameda Health System-Eastmont Wellness Center in Oakland; Asian Health Services in Oakland; La Clinica de La Raza in Oakland; LifeLong Medical Care in Berkeley; Native American Health Center in Oakland; Tiburcio Vasquez Health Center in Hayward and Union City; and Tri-City Health Center in Fremont. The Alameda Health Consortium provides administrative and fiscal oversight for all program activities.
Oral health services include general dentistry such as oral examinations,

cleanings, fillings and extractions. Limited laboratory services such as bridges, crowns and dentures are available. Some specialized services such as oral surgery, endodontic (root canal) and periodontal (gum treatment) services are offered.

The Care Program will provide 2,356 units of service to 620 unduplicated clients. The dental clinic providers will be reimbursed \$150 per dental visit, plus related laboratory expenses.

The Consortium conducts outreach activities to countywide to HIV primary care providers and HIV support services agencies. By calling the Care Program 24-hour Information and Referral Hotline (510-297-0248), prospective clients can hear a recorded message detailing the Care Program eligibility requirements and the names, addresses and phone numbers of the oral health providers to contact to make an appointment.

All oral health providers are required to maintain continuous quality improvement and clinical protocols that address specific issues related to treating patients with HIV.

hcFY2014 Program Description RW Part A REV Aug 5 2014

Handwritten signature
8-5-14
6/27/14

Alameda Health Consortium
HIV Dental Care Program
Ryan White Program - Part A
SERVICE DELIVERY SITES
March 1, 2014 – February 28, 2015

Service Sites	Days	Hours
Alameda Health System Eastmont Wellness Center 6955 Foothill Boulevard Oakland, CA 94605 (510) 567-5770	Mon – Fri	8:00 a.m. – 5:00 p.m.
Asian Health Services 345 – 9 th Street Oakland, CA 94607 (510) 986-9888	Mon – Fri	9:00 a.m. – 5:00 p.m.
La Clínica de La Raza 3050 East 16 th Street Oakland, CA 94601	Mon – Sat	8:30 a.m. – 5:30 p.m.
3451 East 12 th Street Oakland, CA 94601 (510) 535-4200	Mon - Fri	8:30 a.m. – 12:30 p.m. 1:30 p.m. – 5:30 p.m.
LifeLong Medical Dental Care 1860 Alcatraz Avenue Berkeley, CA 94710 (510) 280-6080	Mon – Fri	MTuThF 8:30 a.m. – 5:00 p.m. W 10:00 a.m. – 5:00 p.m.
Native American Health Center 3124 International Boulevard Oakland, CA 94601 (510) 535-4450	Mon – Sat	8:45 a.m. – 12:00 p.m. 1:00 p.m. – 5:15 p.m.
Tiburcio Vasquez Health Center 22331 Mission Boulevard Hayward, CA 94541 (510) 471-5880	Mon – Fri	8:00 a.m. – 12:00 p.m. 1:00 p.m. – 5:00 p.m.
33255 Ninth Street Union City, CA 94587 (510) 471-5880	Sat	7:00 a.m. – 3:00 p.m.
	SAME	
Tri-City Health Center 39184 State Street Fremont, CA 94538 (510) 713-6690	Tue & Thu, Sat	10:00 a.m. – 5:00 p.m. 8:30 a.m. – 5:00 p.m.

Alameda Health Consortium
HIV Dental Care Program
Ryan White Program - Part A
WORK PLAN
March 1, 2014– February 28, 2015

Contractor: Alameda Health Consortium				
Service Category: Oral Health				
Main Program Goal: Improve the oral health of low income, medically indigent HIV+ individuals living in Alameda County.				
Unduplicated Clients: Six Hundred and Twenty (620) Unduplicated HIV+ clients				
Units of Service: Two Thousand Three Hundred and Fifty-Six (2,356) Dental Visits or Laboratory Expense				
Service Definition: One (1) Dental Visit or One (1) Laboratory Expense				
Indicators:				
<ul style="list-style-type: none"> • Clients will have a medical visit with an HIV specialist every 6 months: Benchmark 70% • Clients will complete oral health treatment plan, for example maintain good nutrition or reduction in oral pain/disease: Benchmark: 80% • Clients will receive oral health education that includes caries prevention and smoking cessation: Benchmark: 80% 				
OUTCOME OBJECTIVES	PROCESS OBJECTIVES/ACTIVITIES	TIMELINE	LEAD ROLE	DATA SOURCE
1. By February 28, 2015, the Alameda Health Consortium will increase access to oral health care services for low-income, medically indigent HIV+ individuals living in Alameda County.	1.1 Identify and negotiate an oral health provider contract with a new primary care clinic site.	3/1/2014 – 4/15/2014	Program Director	Signed subcontract agreement on file
	1.2 Negotiate and maintain oral health provider contracts with 7 primary care clinic sites.	3/1/2014 – 2/28/2015	Program Director	Signed subcontract agreements on file
	1.3 Disseminate countywide Care Program information to social services agencies serving HIV+ individuals.	3/1/2014 – 2/28/2015	Program Director	List of agencies receiving program information

OUTCOME OBJECTIVES	PROCESS OBJECTIVES/ACTIVITIES	TIMELINE	LEAD ROLE	DATA SOURCE
<p>2. By February 28, 2014, the Alameda Health Consortium will ensure 90% of oral health clients with HIV infection maintain a medical visit with an HIV Specialist.</p>	<p>2.1 Review and revise the current referral form to ensure HIV+ individuals, who are without medical care, are provided a referral to HIV primary care services.</p>	<p>3/1/2014 – 6/15/2014</p>	<p>Program Director</p>	<p>Referral form in client record</p>
	<p>2.2 Convene a meeting of the Alameda County Dental Directors to improve the referral process and communication between the medical and oral health providers serving HIV+ individuals in the county.</p>	<p>3/1/2014 – 2/28/2015</p>	<p>Program Director</p>	<p>List of work group participants and meeting dates</p>
	<p>2.3 Promote the Care Program services through presentations at HIV primary care provider meetings and appropriate workshops and conferences which include medical providers serving HIV+ individuals.</p>	<p>3/1/2014 – 2/28/2015</p>	<p>Program Director</p>	<p>List of meetings attended</p>

OUTCOME OBJECTIVES	PROCESS OBJECTIVES/ACTIVITIES	TIMELINE	LEAD ROLE	DATA SOURCE
3. By February 28, 2014, the Alameda Health Consortium will ensure maintenance of oral health care for 80% of HIV+ clients.	3.1 Dental providers will perform an intraoral exam annually on HIV+ clients which includes the following: dental caries and soft tissue examination.	3/1/2014 – 2/28/2015	Dentist Dental staff	Client record
	3.2 Dental providers will conduct, and HIV+ clients will complete, an oral health treatment plan to include oral health education, caries prevention, relationship between oral health and nutrition, and smoking session for HIV + clients who smoke.	3/1/2014 – 2/28/2015	Dentist Dental staff	Client record
	3.3 Dental providers will complete a health history assessment on 90% of HIV+ clients	3/1/2014 – 2/28/2015	Dentist Dental staff	Client record

hcFY2014 Work Plan RW Part A REV Aug 5 2014

R. Smith
8/6/14
em



OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year.
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of the current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received.

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. Proof of HIV status
2. Proof of Residence (not immigration status)
3. Proof of Income
4. Proof of Insurance Status

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of Administrative Personnel, Operating Expenses, and Indirect Cost which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubs/forms/forms/ChildForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st – September 30 th	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

Care & Treatment Contractors

FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "*last resort*," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing LabTracker must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

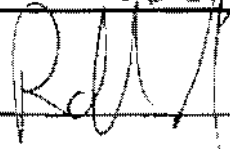
- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

Alameda Health Consortium
Agency Name

Ralph Silberg, Executive Director
Printed Name, Title


Signature

3/31/2014
Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

Alameda Health Consortium
AGENCY

[Signature]
EXECUTIVE DIRECTOR

3/31/2014
DATE

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

AHC
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **Alameda Health Consortium**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900148**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

Alameda Health Consortium						
HIV Dental Care Program						
Ryan White Program - Part A						
LINE ITEM BUDGET						
March 1, 2014 - February 28, 2015						
		Annual		Amount		
		Salary	FTE	Direct Cost	Indirect Cost	Total
A. Personnel						
Program Director	L. Bailey Lindsey	99,938	0.170		17,015	17,015
Administrative Assistant	H. Ochoa	58,300	0.163		9,510	9,510
Accounting Manager	Fiscal	80,000	0.050		4,000	4,000
Subtotal Personnel					30,525	30,525
B. Fringe Benefits at 25%					7,936	7,936
Total Personnel					38,461	38,461
C. Travel				250		250
Travel				250		250
D. Consultants/Contractors				345,903		345,903
Alameda Health System				37,276		37,276
Axian Health Services				8,204		8,204
La Clinica de La Raza				101,948		101,948
LifeLong Medical Care				78,834		78,834
Native American Health Center				58,480		58,480
Tiburcio Vasquez Health Center				1,020		1,020
Tri-City Health Center				60,130		60,130
E. Equipment						0
F. Supplies						0
G. Other Operating Expenses						0
H. Total Personnel & Operating Expenses				346,153	38,461	384,614
I. Total Budget				346,153	38,461	384,614
Note: No more than 10 percent (10%) of contracted funds can be expended for indirect cost (administrative cost)						

002

8/11/14

8/11/14

8/8/14

8/6/14

Em

Alameda Health Consortium
HIV Dental Care Program
Ryan White Program - Part A
BUDGET JUSTIFICATION
March 1, 2014– February 28, 2015

A. Personnel

\$ 30,525

Program Director – L. Bailey Lindsey - \$17,015

\$99,938/year x .170 FTE

Facilitates client access to care through outreach activities to both HIV primary care providers and HIV services support providers. Advocates on behalf of prospective and current clients in accessing oral health and primary care services. Works closely with the quality management consultant in developing and monitoring quality management activities at the provider sites. Responsible for program planning, implementation, contract monitoring and reporting.

Administrative Assistant – H. Ochoa - \$9,510

\$58,300/year @ .163 FTE

Provides administrative and clerical staff support to the program.

Accounting Manager – Fiscal - \$4,000

\$80,000/year @ .05 FTE

Manages program accounts payable, invoicing, preparing audits and other related fiscal matters.

B. Fringe Benefits

\$ 7,936

Fringe benefit rate is 25% and includes health insurance (9.15%), dental insurance (1%), retirement (2.5%), life insurance/long term disability/short term disability (.5%), State Unemployment Insurance (.7%), Flexible Spending Account (3%), Worker's Compensation (.5%), Medicare (1.45%), and FICA (6.20%).

C. Travel

\$ 250

Local Travel/Mileage

Costs associated with travel to participating clinic sites, HIV services provider sites, meetings, trainings and conferences.

446 miles @ \$.56 a mile

D. Contractual/Subcontracts

\$345,903

Alameda County Medical Center - \$37,276

Asian Health Services - \$8,204

La Clínica - \$101,948

LifeLong Medical Care - \$78,834

Native American Health Center - \$58,490

Tiburcio Vasquez Health Center - \$1,020

Tri-City Health Center - \$60,130

Dental sites will provide direct oral health care services to program clients.

Total contractual budget for the direct service providers is determined by the number of dental visits and/or laboratory services provided: 2,039 units of service for 530 unduplicated clients. Clinics are reimbursed \$150 per dental visit, plus laboratory expenses.

E. Furniture & Fixture /Equipment \$ 0

F. Supplies \$ 0

Office Supplies

Costs associated with the standard office supplies required to conduct the program activities; including paper, writing instruments, filing supplies, etc.

G. Other Operating Expenses \$ 0

H. Total Budget \$384,614

hcFY2014 Budget Justification RW Part A Aug 5 2014

871.14
8/6/14
MR 8/16/14

**DIVISION OF AIDS AND COMMUNICABLE DISEASE
Office of AIDS**

Request to Subcontract Services

Contractor: Alameda Health Consortium	Period: March 1, 2014 to February 28, 2015
Program: HIV Dental Care Program	Funding Source: Ryan White Part A Program

As Stipulated in the Master Contract Boilerplate, Page 3, Item 9 - Subcontracting, it is hereby requested that our program be allowed to subcontract with the agency below:


Subcontractor	Amount	Type of Service
Alameda Health System	\$ 37,276	Oral Health

Attached are the following documents pertaining to this subcontract:

Attachment 1 - Program Objectives

Attachment 2 - Evaluation Requirements

Attachment 3 - Service Category Composite/Program Budget



Signature of Contractor

3/3/2014
Date

Ralph Silber, Executive Director

Name and Title of Authorized Agent

Attachments

Subcontractor agrees to adhere to the terms as set forth in Exhibit A, Items # 6. Program Requirements and # 7. Reporting Requirements, of the contract.




Signature of Subcontractor

3/28/2014
Date

Wright L. Lassiter III, Chief Executive Officer

Name and Title of Authorized Agent

Noted and Approved:



Signature of Contracts Manager

4/17/14
Date



Signature of Program Manager

4/17/14
Date

cc: Contractor
Subcontractor

005

DIVISION OF AIDS AND COMMUNICABLE DISEASE
Office of AIDS

Request to Subcontract Services

Contractor: Alameda Health Consortium	Period: March 1, 2014 to February 28, 2015
Program: HIV Dental Care Program	Funding Source: Ryan White Part A Program

As Stipulated in the Master Contract Boilerplate, Page 3, Item 9 - Subcontracting, it is hereby requested that our program be allowed to subcontract with the agency below:

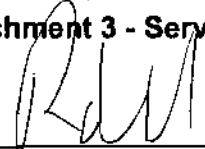
Subcontractor	Amount	Type of Service
Asian Health Services	\$8,204	Oral Health

Attached are the following documents pertaining to this subcontract:

Attachment 1 - Program Objectives

Attachment 2 - Evaluation Requirements

Attachment 3 - Service Category Composite/Program Budget



Signature of Contractor

3/3/2014

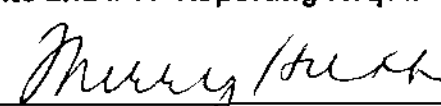
Date

Ralph Silber, Executive Director

Name and Title of Authorized Agent

Attachments

Subcontractor agrees to adhere to the terms as set forth in Exhibit A, Items # 6. Program Requirements and # 7. Reporting Requirements, of the contract.



Signature of Subcontractor

3/14/2014

Date

Sherry Hirota, Chief Executive Officer

Name and Title of Authorized Agent

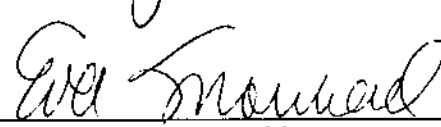
Noted and Approved:



Signature of Contracts Manager

4/17/14

Date



Signature of Program Manager

4/17/14

Date

cc: Contractor
Subcontractor

006

DIVISION OF AIDS AND COMMUNICABLE DISEASE
Office of AIDS

Request to Subcontract Services

Contractor: Alameda Health Consortium	Period: March 1, 2014 to February 28, 2015
Program: HIV Dental Care Program	Funding Source: Ryan White Part A Program

As Stipulated in the Master Contract Boilerplate, Page 3, Item 9 - Subcontracting, It is hereby requested that our program be allowed to subcontract with the agency below:

Subcontractor	Amount	Type of Service
La Clinica	\$101,948	Oral Health

Attached are the following documents pertaining to this subcontract:

Attachment 1 - Program Objectives

Attachment 2 - Evaluation Requirements

Attachment 3 - Service Category Composite/Program Budget



Signature of Contractor

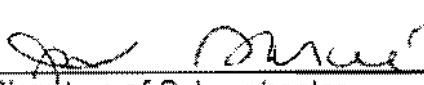
3/3/2014
Date

Ralph Silber, Executive Director

Name and Title of Authorized Agent

Attachments

Subcontractor agrees to adhere to the terms as set forth in Exhibit A, Items # 6. Program Requirements and # 7. Reporting Requirements, of the contract.




Signature of Subcontractor

3/12/2014
Date

Jane Garcia, Chief Executive Officer

Name and Title of Authorized Agent

Noted and Approved:



Signature of Contracts Manager

4/17/14
Date



Signature of Program Manager

4/17/14
Date

cc: Contractor
Subcontractor

007

**DIVISION OF AIDS AND COMMUNICABLE DISEASE
Office of AIDS**

Request to Subcontract Services

Contractor: Alameda Health Consortium	Period: March 1, 2014 to February 28, 2015
Program: HIV Dental Care Program	Funding Source: Ryan White Part A Program

As Stipulated in the Master Contract Boilerplate, Page 3, Item 9 - Subcontracting, it is hereby requested that our program be allowed to subcontract with the agency below:

Subcontractor	Amount	Type of Service
LifeLong Medical Care	\$78,834	Oral Health

Attached are the following documents pertaining to this subcontract:

Attachment 1 - Program Objectives

Attachment 2 - Evaluation Requirements

Attachment 3 - Service Category Composite/Program Budget

Signature of Contractor

Date

3/3/2014

Ralph Silber, Executive Director

Name and Title of Authorized Agent

Attachments

Subcontractor agrees to adhere to the terms as set forth in Exhibit A, Items # 6. Program Requirements and # 7. Reporting Requirements, of the contract.

Signature of Subcontractor

Date

3/12/2014

Marty Lynch, Chief Executive Officer

Name and Title of Authorized Agent

Noted and Approved:

Signature of Contracts Manager

Date

4/17/14

Signature of Program Manager

Date

4/17/14

cc: Contractor
Subcontractor

DIVISION OF AIDS AND COMMUNICABLE DISEASE
Office of AIDS

Request to Subcontract Services

Contractor: Alameda Health Consortium	Period: March 1, 2014 to February 28, 2015
Program: HIV Dental Care Program	Funding Source: Ryan White Part A Program

As Stipulated in the Master Contract Boilerplate, Page 3, Item 9 - Subcontracting, it is hereby requested that our program be allowed to subcontract with the agency below:

Subcontractor	Amount	Type of Service
Native American Health Center	\$ 58,446	Oral Health

Attached are the following documents pertaining to this subcontract:

Attachment 1 - Program Objectives

Attachment 2 - Evaluation Requirements

Attachment 3 - Service Category Composite/Program Budget



Signature of Contractor

3/3/2014

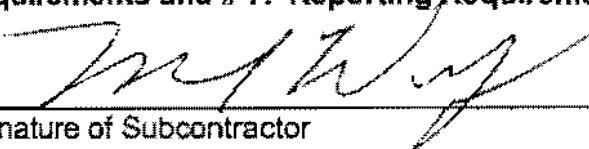
Date

Ralph Silber, Executive Director

Name and Title of Authorized Agent

Attachments

Subcontractor agrees to adhere to the terms as set forth in Exhibit A, Items # 6. Program Requirements and # 7. Reporting Requirements, of the contract.



Signature of Subcontractor

3/13/14

Date

Martin Waukazoo, Chief Executive Officer

Name and Title of Authorized Agent

Voted and Approved:



Signature of Contracts Manager

4/17/14

Date



Signature of Program Manager

4/17/14

Date

cc: Contractor
Subcontractor

069

DIVISION OF AIDS AND COMMUNICABLE DISEASE
Office of AIDS

Request to Subcontract Services

Contractor: Alameda Health Consortium	Period: March 1, 2014 to February 28, 2015
Program: HIV Dental Care Program	Funding Source: Ryan White Part A Program

As Stipulated in the Master Contract Boilerplate, Page 3, Item 9 - Subcontracting, it is hereby requested that our program be allowed to subcontract with the agency below:

Subcontractor	Amount	Type of Service
Tiburcio Vasquez Health Center	\$1,020	Oral Health

Attached are the following documents pertaining to this subcontract:

Attachment 1 - Program Objectives

Attachment 2 - Evaluation Requirements

Attachment 3 - Service Category Composite/Program Budget

Signature of Contractor

Date

Ralph Silber, Executive Director

Name and Title of Authorized Agent

Attachments

Subcontractor agrees to adhere to the terms as set forth in Exhibit A, Items # 6. Program Requirements and # 7. Reporting Requirements, of the contract.

Signature of Subcontractor

Date

David B. Vliet

David Vliet, Chief Executive Officer

Name and Title of Authorized Agent

Noted and Approved:

Signature of Contracts Manager

Date

Signature of Program Manager

Date

cc: Contractor
Subcontractor

010

DIVISION OF AIDS AND COMMUNICABLE DISEASE
Office of AIDS

Request to Subcontract Services

Contractor: Alameda Health Consortium	Period: March 1, 2014 to February 28, 2015
Program: HIV Dental Care Program	Funding Source: Ryan White Part A Program

As Stipulated in the Master Contract Boilerplate, Page 3, Item 9 - Subcontracting, It is hereby requested that our program be allowed to subcontract with the agency below:

Subcontractor	Amount	Type of Service
Tri-City Health Center	\$60,130	Oral Health

Attached are the following documents pertaining to this subcontract:

Attachment 1 - Program Objectives

Attachment 2 - Evaluation Requirements

Attachment 3 - Service Category Composite/Program Budget

Signature of Contractor

Date

3/3/2014

Ralph Silber, Executive Director

Name and Title of Authorized Agent

Attachments

Subcontractor agrees to adhere to the terms as set forth in Exhibit A, Items # 6. Program Requirements and # 7. Reporting Requirements, of the contract.

Signature of Subcontractor

Date

3/14/2014

Zettie Page, M.D., Chief Executive Officer

Name and Title of Authorized Agent

Noted and Approved:

Signature of Contracts Manager

Date

4/17/14

Signature of Program Manager

Date

4/17/14

cc: Contractor
Subcontractor

011

II. TERMS AND CONDITIONS OF PAYMENT

1. Contractor shall use the following procedures in billing County for services rendered under this contract.
 - a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
 - b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
 - c. Reimbursement for all services shall not exceed \$32,051.17 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.
2. Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.
3. Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.
4. In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$32,051.17 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.
5. Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$384,614.00 allocated by the County under this contract.
6. a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost ~~once~~per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

7. Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	



CERTIFICATE OF LIABILITY INSURANCE

ALAMHEA-01

DGROSS

DATE (MM/DD/YYYY)

8/5/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

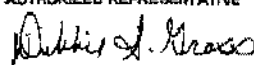
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Physicians Risk Associates Insurance 26691 Plaza Drive Suite 220 Mission Viejo, CA 92691	CONTACT NAME:	
	PHONE (A/C No. Ext.): (800) 910-6635 FAX (A/C No.): (949) 305-6166	
INSURED Alameda Health Consortium 181 Cailan Ave. Suite 300 San Leandro, CA 94577	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Prop Cas Co of America	25674
	INSURER B: Oak River Insurance Co	34630
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		680 6789C11A-14	07/14/2014	07/14/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		680 6789C11A-14	07/14/2014	07/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP -0C700077-14	07/14/2014	07/14/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	2200064575-141	01/01/2014	07/01/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Property		680 6789C11A-14	07/14/2014	07/14/2015	Limit: \$123,124
A			680 6789C11A-14	07/14/2014	07/14/2015	Deductible: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*30 days notice of cancellation, 10 days for non-payment of premium.

County of Alameda, its Board of Supervisors, the individual members thereof, and all county officers, agents, employees, and representatives. Liability Insurance is primary and non-contributory.

CERTIFICATE HOLDER Alameda County Health Care Services Agency Public Health Department-Admin. Budget and Contracts Manager 1000 Broadway #600 Oakland, CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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POLICY NUMBER: 680-6789C11A-14-42

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 07/30/2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY PUBLIC HEALTH DEPARTMENT-AD
MINISTRATION BUDGET AND CONTRACTS MANAGER

1000 BROADWAY #500
OAKLAND

CA 94607

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.



ALAMHEA-01

DGROSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

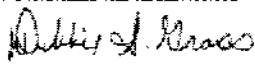
PRODUCER Physicians Risk Associates Insurance 26691 Plaza Drive Suite 220 Mission Viejo, CA 92691	CONTACT NAME:	
	PHONE (A/C No., Ext): (800) 910-8535	FAX (A/C No.): (949) 305-6166
INSURED Alameda Health Consortium 101 Callan Ave. Suite 300 San Leandro, CA 94577	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Oak River Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (E & S occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					\$
	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBINED SINGLE LIMIT (E & S occurrence) \$
	ALL OWNED AUTOS	SCHEDULED ALTDS <input type="checkbox"/>				BODILY INJURY (Per person) \$
	HIRED AUTOS	NON-OWNED AUTOS <input type="checkbox"/>				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
	UMBRELLA LIAB	OCCUR <input type="checkbox"/>				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE <input type="checkbox"/>				AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		2200054575-141	01/01/2014	01/01/2015	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A					X WC STATUS: TORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
*30 Days Notice of Cancellation, 10 days for non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION
Insured's copy - proof of coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ___. 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ___.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ___.235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ___.230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and the Alameda Health Consortium, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Alameda Health Consortium

By (Signature):

Print Name: Ralph Silber

Title: Executive Director

COMMUNITY BASED ORGANIZATION **Master Contract Exhibit A and B Coversheet**

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 26646 Board PO #: PHSVC- 8535
 Business Unit #: PHSVC Master Contract #: 900232 Procurement Contract #: 9883 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$42,500	\$337,250

Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum **\$337,250**

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **East Bay AIDS Center**

Contractor Address: 3100 Summit Street, 2nd Floor BOS District:
 Oakland, CA 94609

Remittance Address: Same as above Location Number: 001

Contractor Telephone #: (510) 869-8400 Federal Tax ID#: 94-1196176

Contractor Contact Person: Charles J. Prosper Telephone #: (510) 869-8400

Contract Service Category: \$ 145,500 Outpatient/Ambulatory Health Services (\$ 42,333/\$ 103,167)
 \$ 169,750 Medical Case Management (\$ 49,917/\$ 119,833)
 \$ 8,000 Housing - Emergency Assistance (3/1/14 - 5/31/14)
 \$ 14,000 Psychosocial Support Services (\$ 3,333/\$ 10,667)
 \$ 337,250

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed **\$28,104.17** without written approval by
 OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$103,583	\$294,750	\$337,250		
Exhibit #					
Amount of Encumbrance	\$103,583	\$191,167	\$42,500		
File Date			9/9/14		
File/Item #			18/29446E		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:	Federal/CFDA #: 93-914	State	County
	\$337,250	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 10/7/14
 By: [Signature]
 Name: Muntu Davis, M.D., M.P.H.
 Title: Director and Health Officer

CONTRACTOR: Date: 9-18-14
 By: [Signature]
 Name: Charles J. Prosper
 Title: Chief Executive Officer

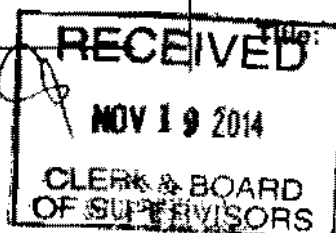


EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **East Bay AIDS Center**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900232**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category: **\$ 145,500 Outpatient/Ambulatory Health Services (\$ 42,333/\$ 103,167)**
 \$ 169,750 Medical Case Management (\$ 49,917/\$ 119,833)
 \$ 8,000 Housing - Emergency Assistance (3/1/14 - 5/31/14)
 \$ 14,000 Psychosocial Support Services (\$ 3,333/\$ 10,667)

 \$ 337,250



**Office of AIDS Administration
Ryan White Program (Part A)
Description - FY March 1, 2014 – February 28, 2015**

AGENCY INFORMATION			
Agency Name:	East Bay AIDS Center		
Mailing Address:	3100 Summit St., 2 nd Floor	City:	Oakland, CA
Main Phone Number:	510-869-8400	Main Fax Number:	510-869-8478
Agency / Program Web Site:	http://altabatesummit.org/clinical/aids_sevs.html		
DEDICATED PROGRAM STAFF			
Primary Contact :	Hazel Wesson, Administrative Manager	Alternate Contact:	Christopher Hall, MD, Medical Director
Phone Number (direct):	510-869-8488	Phone Number (direct):	510-869-8480
Fax Number:	510-869-8478	Fax Number:	510-869-8475
Email Address:	WessonH@sutterhealth.org	Email Address:	HallC4@sutterhealth.org
FTE:		FTE:	
PROGRAM INFORMATION			
Service Category:	Ambulatory Care – Traditional		
Alameda County Region(s) Served :	Alameda County, Contra Costa County, and other counties		
Amount of Ryan White Funds:	\$ 127,000	Total Program Budget:	\$ 337,250
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment		Revised Budget	\$145,500 ✓
PROGRAM SUMMARY			
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i> *****			

The East Bay AIDS Center (EBAC) is Alta Bates Summit Medical Center's program dedicated to caring for people living with HIV and AIDS. EBAC provides comprehensive HIV/AIDS primary health care including access to an extensive clinical trials program and consultation with physicians who are experts in caring for people with HIV/AIDS. EBAC provides culturally competent services focused on addressing the needs of the whole person living with HIV. These include intensive, tailored medical support through an assigned primary care physician, 24-hour, 7 days/week emergency physician access, full-time nursing services, full-time medical case management services, family support programs, HIV education and specialized services for women and young people living with HIV. The primary goal of Medical Case Management is to ensure that low-income HIV-positive African American women and youth served by the East Bay AIDS Center and those served by Dr. Anthony Jones, as well as low-income HIV-positive residents of local housing developments have access to a seamless continuum of medical and health-related services including: access to clinical trials, drug treatment adherence support, benefits counseling, partner notification and psychosocial services and support.

EBAC will serve an estimated total of over 1100 clients during the 2014-2015 Ryan White fiscal year, the majority of whom are people of color, and an estimated 65% of whom are low-income individuals who are either uninsured or who rely on Medicaid to support the costs of their primary medical care. Services will be provided at our clinic (3100 Summit St., 2nd Floor, Oakland, CA 94609). We are open Monday through Friday from 9am to 5pm.

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OAA SCOPE OF WORK (SOW) FY 2014 – 2015

CONTRACTOR:		East Bay AIDS Center (EBAC)	SERVICE CATEGORY:		Traditional Ambulatory Care			
MAIN PROGRAM GOAL:		To provide a continuum of essential, confidential medical and support services for all people living with HIV in order to maximize quality and length of life, and to enhance personal dignity and self-empowerment in the face of HIV.						
INDICATORS:		95% of clients with HIV infection who have a medical visit with an HIV specialist every 6 months, 85% of clients with HIV infection will be assessed for mental health and/or substance abuse services, 80% of clients will have an improved or stable viral load test results and 90% of clients with and AIDS diagnosis will be prescribed ARV/HAART.			UDC	Approx. 450	UOS	Approx. 6,750 Units of service definition: 15 minutes of staff time
OUTCOME OBJECTIVES		PROCESS OBJECTIVES			TIMELINE	STAFF		EVALUATION
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>			<i>Objectives to be completed by?</i>	<i>Who an will provide services?</i>		<i>How will objectives attainment be tracked?</i>
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1			TIMELINE	STAFF		EVALUATION
OO #1: By February 28, 2015, 95% of EBAC Ryan White-funded clients will have a medical visit with an HIV specialist every 6 months (as appropriate).		1	PO #1: By 2/28/15 the Primary Care Provider Team will provide educational materials/information to at least 85% of a randomly 75% of the cohort will have been seen by an HIV specialist every 6 months if appropriate.		3/1/14-2/28/15	HIV Specialist/Primary Care Provider Team and Administrative Team		Medical Record
		2	PO #2: By 2/28/15 the Primary Care Provider Team, in conjunction with the Social Work Team will develop individualized care plans for EBAC clients who chronically miss appointments.		3/1/14-2/28/15	HIV Specialist/Primary Care Provider Team and Social Work Team		Medical Record List of targeted patients from Social Worker Team
		3	PO #3: By 2/28/15 the Primary Care Provider Team, the Nursing Team and the on-site Pharmacist will monitor medication refills, insuring that clients have had recent visits with their HIV Specialist/Primary Care Providers before medications are refilled.		3/1/14-2/28/15	HIV Specialist/Primary Care Provider Team, Nursing Team and On-site Pharmacist		Medical Record
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2			TIMELINE	STAFF		EVALUATION
OO #2: By February 28, 2015, 80% of clients with HIV infection will be assessed for mental health and/or substance		1	PO #1: By 2/28/15 the Primary Care Provider Team will provide educational materials/information to at least 70% of a randomly selected cohort and 70% of the cohort will be assessed for mental health and/or substance abuse services.		3/1/14-2/28/15	HIV Specialist/Primary Care Provider Team and Administrative Team		Medical Record

CAA SCOPE OF WORK (SOW) FY 2014 – 2015

abuse services.	2	PO #2: By 2/28/15 the Primary Care Provider Team, the Social Work Team and the Administrative Team will modify chart document templates to provide a section that addresses mental health and/or substance abuse services.	3/1/14-2/28/15	HIV Specialist/Primary Care Provider Team, Social Work Team and Administrative Team	Medical Record
	3	PO #3: By 2/28/15 the Primary Care Provider Team, the Social Work Team and the Administrative Team will develop a system to follow-up on referrals to dental providers and to document the outcomes.	3/1/14-2/28/15	HIV Specialist/Primary Care Provider Team, Social Work Team and Administrative Team	Medical Record
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3	TIMELINE	STAFF	EVALUATION
OO #3: By February 28, 2015, 80% of clients will have an improved or stable viral load test results.	1	PO#1: By 2/28/15 the Primary Care Provider Team, the Administrative Team and the Nursing Team will provide educational materials/information regarding improved or stable viral load test results.	3/1/14-2/28/15	Primary Care Provider Team, Nursing Team and Administrative Team	Medical Record
	2	PO#2: By 2/28/15 the Primary Care Provider Team and the Medical Assistants will identify those EBAC clients that have a high viral load test results.	3/1/14-2/28/15	Primary Care Provider Medical Assistants	Medical Record
	3	PO #3: By 2/28/15 the Primary Care Provider Team and the Nursing Team will develop systems to streamline viral load test results.	3/1/14-2/28/15	Primary Care Provider Team and Nursing Team	Medical Record
OUTCOME OBJECTIVE #4		PROCESS OBJECTIVE #4	TIMELINE	STAFF	EVALUATION
OO #3: By February 28, 2015, 90% of clients with and AIDS diagnosis will be prescribed ARV/HAART.	1	PO#1: By 2/28/15 the Primary Care Provider Team, the Administrative Team and the Nursing Team will provide educational materials/information on AIDS diagnosis and prescribed ARV/HAART.	3/1/14-2/28/15	Primary Care Provider Team, Nursing Team and Administrative Team	Medical Record
	2	PO#2: By 2/28/15 the Primary Care Provider Team and the Medical Assistants will identify those EBAC clients that have an AIDS diagnosis and prescribed ARV/HAART.	3/1/14-2/28/15	Primary Care Provider Medical Assistants	Medical Record
	3	PO #3: By 2/28/15 the Primary Care Provider Team and the Nursing Team will develop systems to streamline documentation of an AIDS diagnosis and prescribed ARV/HAART.	3/1/14-2/28/15	Primary Care Provider Team and Nursing Team	Medical Record

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**Office of AIDS Administration
Ryan White Program (Part A)
Description - FY March 1, 2014 – February 28, 2015**

AGENCY INFORMATION							
Agency Name: East Bay AIDS Center							
Mailing Address:		3100 Summit St., 2 nd Floor		City:	Oakland, CA	Zip:	94609
Main Phone Number:		510-869-2400		Main Fax Number:		510-869-8478	
Agency / Program Web Site:				http://altabatesummit.org/clinical/aids_sevs.html			
DEDICATED PROGRAM STAFF							
Primary Contact :		Hazel Wesson, Administrative Manager		Alternate Contact:		Christopher Hall, MD, Medical Director	
Phone Number (direct):		510-869-8488		Phone Number (direct):		510-869-8480	
Fax Number:		510-869-8478		Fax Number:		510-869-8475	
Email Address:		WessonH@sutterhealth.org		Email Address:		HallC4@sutterhealth.org	
FTE:				FTE:			
PROGRAM INFORMATION							
Service Category:		Case Management - Medical					
Alameda County Region(s) Served : Alameda County, Contra Costa County, and other counties							
Amount of Ryan White Funds:		\$149,750		Total Program Budget:		\$337,250	
CONTRACT AMENDMENT							
<i>To be completed only if contracted deliverables have been renegotiated</i>							
Amendment	1	2	3	4	Amended RW Funds	Revised Budget	\$ 169,750
PROGRAM SUMMARY							
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i> *****							
<p>The East Bay AIDS Center (EBAC) is Alta Bates Summit Medical Center's program dedicated to caring for people living with HIV and AIDS. EBAC provides comprehensive HIV/AIDS primary health care including access to an extensive clinical trials program and consultation with physicians who are experts in caring for people with HIV/AIDS. EBAC provides culturally competent services focused on addressing the needs of the whole person living with HIV. These include intensive, tailored medical support through an assigned primary care physician, 24-hour, 7 days/week emergency physician access, full-time nursing services, full-time medical case management services, family support programs, HIV education and specialized services for women and young people living with HIV. The primary goal of Medical Case Management is to ensure that low-income HIV-positive African American women and youth served by the East Bay AIDS Center and those served by Dr. Anthony Jones, as well as low-income HIV-positive residents of local housing developments have access to a seamless continuum of medical and health-related services including: access to clinical trials, drug treatment adherence support, benefits counseling, partner notification and psychosocial services and support.</p> <p>EBAC will serve an estimated total of over 1100 clients during the 2014-2015 Ryan White fiscal year, the majority of whom are people of color, and an estimated 65% of whom are low-income individuals who are either uninsured or who rely on Medicaid to support the costs of their primary medical care. Services will be provided at our clinic (3100 Summit St., 2nd Floor, Oakland, CA 94609). We are open Monday through Friday from 9am to 5pm.</p>							

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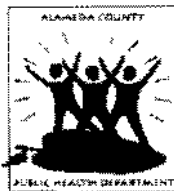
UAA SCOPE OF WORK (SOW) FY 2014 – 2015

CONTRACTOR:		East Bay AIDS Center (EBAC)	SERVICE CATEGORY:		Medical Case Management		
MAIN PROGRAM GOAL:		To ensure that low-income HIV-positive residents of the Alameda/Contra Costa Counties Transitional Grant Area (TGA) have access to a seamless continuum of medical and health-related services, including access to clinical trials, drug treatment adherence support, benefits counseling, partner notification and psychosocial services and support. Also, selected patients referred by Dr. Anthony Jones.					
INDICATORS:	95% of Ryan White eligible patients with HIV infection who have a medical visit with an HIV specialist at least every 6 months, 70% of clients with HIV infection who have a dental referral and/or documentation of a dental visit, 70% of clients with HIV infection will have a case management plan consistent with established standards that include a medical treatment plan and 95% of Ryan White eligible patients with HIV infection will have documented assessments for Mental Health and/or Substance Use services.			UDC	Approx. 453	UOS	Approx. 11,325 Units of service definition: 15 minutes of staff time
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF		EVALUATION
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>		<i>How will objectives attainment be tracked?</i>
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF		EVALUATION
OO #1: By February 28, 2015 95% of EBAC Ryan White-funded clients who are medically case managed will have a medical visit with an HIV specialist every 6 months (as appropriate).		1	PO #1: Between 3/1/14 and 2/28/15, Medical Case Managers will follow-up with 90% of medically case managed clients who miss two or more appointments without providing advanced notice to EBAC staff.	3/1/14-2/28/15	Primary Care Provider Team and Social Work Team		Medical Record
		2	PO #2: Between 3/1/14 and 2/28/15, 95% of medical visits by Ryan White eligible medically case managed patients will be documented by staff and physicians in medical records.	3/1/14-2/28/15	Primary Care Provider Team, Medical Case Management (Social Work) Team, Nursing Team.		Medical Record
		3	PO #3: By 2/28/15 the Medical Case Managers (aka the Social Work Team) and the Primary Care Provider Team, will develop individualized care plans for Ryan White eligible EBAC patients who chronically miss appointments. These will be updated as necessary.	3/1/14-2/28/15	Medical Case Management Team, Administrative Team and Primary Care Provider Team		Medical Record

OAA SCOPE OF WORK (SOW) FY 2014 – 2015

OUTCOME OBJECTIVE #3	PROCESS OBJECTIVE #3	TIMELINE	STAFF	EVALUATION
OO #2: By February 28, 2015, 70% of EBAC Ryan White-funded clients who are medically case managed will have a dental referral and/or documentation of a dental visit.	1 PO #1: Between 3/1/14 and 2/28/15, 100% of Ryan White eligible new EBAC clients will receive a complete intake by a member of the Medical Case Management (Social Work) Team which will include assessment for needs related to dental care.	3/1/14-2/28/15	Medical Case Management Team, Primary Care Provider Team	Medical Record
	2 PO #2: By 2/28/15 the Primary Care Provider Team, the Social Work Team and the Administrative Team will modify chart document templates to provide a section that tracks dental referrals and visits.	3/1/14-2/28/15	Medical Case Management Team	Medical Record
	3 PO #3: By 2/28/15 the Primary Care Provider Team, the Social Work Team and the Administrative Team will develop a system to follow-up on referrals to dental providers and to document the outcomes.	3/1/14-2/28/15	Medical Case Management Team	Medical Record
OUTCOME OBJECTIVE #4	PROCESS OBJECTIVE #4	TIMELINE	STAFF	EVALUATION
OO #3: By February 28, 2015, 95% of EBAC Ryan White-funded clients who are medically case managed will have a mental health and substance abuse screening.	1 PO#1: Between 3/1/14 and 2/28/15, 90% of new Ryan White eligible EBAC patients will receive a complete intake by a member of the Medical Case Management (Social Work) Team which will include assessment for needs related to mental health. Existing clients' mental health needs will be re-evaluated on an ongoing basis.	3/1/14-2/28/15	Medical Case Management Team, Primary Care Provider Team	Medical Record
	2 PO#2: By 2/28/15, 90% of Ryan White eligible medically case managed patients with mental health issues will be referred to appropriate mental health service providers/agencies.	3/1/14-2/28/15	Medical Case Management Team	Medical Record
	3 PO #3: By 2/28/15, Medical Case Managers will monitor the progress of 90% of Ryan White eligible patients referred for mental health treatment services and will provide follow-up support services as necessary.	3/1/14-2/28/15	Medical Case Management Team	Medical Record

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**Office of AIDS Administration
Ryan White Program (EHA Funding)
Program Description - FY March 1, 2014 – May 31, 2015**

AGENCY INFORMATION			
Agency Name: East Bay AIDS Center			
Mailing Address: 3100 Summit St., 2 nd Floor		City: Oakland, CA	Zip: 94609
Main Phone Number: 510-869-8400		Main Fax Number: 510-869-8478	
Agency / Program Web Site: http://altabatesummit.org/clinical/aids_svcs.html			
DEDICATED PROGRAM STAFF			
Primary Contact:	Hazel Wesson, Administrative Manager	Alternate Contact:	Christopher Hall, MD, Medical Director
Phone Number (direct):	510-869-8488	Phone Number (direct):	510-869-8480
Fax Number:	510-869-8478	Fax Number:	510-869-8475
Email Address:	wessonh@sutterhealth.org	Email Address:	HallC4@sutterhealth.org
FTE:		FTE:	
PROGRAM INFORMATION			
Service Category: EHA Funding			
Alameda County Region(s) Served: Alameda County, Contra Costa County, and other counties			
Amount of Ryan White Funds: \$8,000		Total Program Budget: \$8,000 ✓	
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment	1		Revised Budget
PROGRAM SUMMARY			
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i> *****			

The East Bay AIDS Center (EBAC) is Alta Bates Summit Medical Center's program dedicated to caring for people living with HIV and AIDS. EBAC provides comprehensive HIV/AIDS primary health care including access to an extensive clinical trials program and consultation with physicians who are experts in caring for people with HIV/AIDS. EBAC provides culturally competent services focused on addressing the needs of the whole person living with HIV. These include intensive, tailored medical support through an assigned primary care physician, 24-hour, 7 days/week emergency physician access, full-time nursing services, full-time medical case management services, family support programs, HIV education and specialized services for women and young people living with HIV. The primary goal of Medical Case Management is to ensure that low-income HIV-positive African American women and youth served by the East Bay AIDS Center and those served by Dr. Anthony Jones, as well as low-income HIV-positive residents of local housing developments have access to a seamless continuum of medical and health-related services including: access to clinical trials, drug treatment adherence support, benefits counseling, partner notification and psychosocial services and support.

EBAC will serve an estimated total of over 1100 clients during the 2014-2015 Ryan White fiscal year, the majority of whom are people of color, and an estimated 65% of whom are low-income individuals who are either uninsured or who rely on Medicaid to support the costs of their primary medical care. Services will be provided at our clinic (3100 Summit St., 2nd Floor, Oakland, CA 94609). We are open Monday through Friday from 9am to 5pm.

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Contractor: East Bay AIDS Center				
Service Category: Housing Emergency Assistance				
Main Goal: To provide HEAs to PLWHA in Alameda County and to maintain or increase participation in medical care.				
Unduplicated Clients: 12		Units of Service: 12		
Indicators:				
1. 95% of HEA recipients will have a medical visit with an HIV specialist every 6 months				
2. 90% clients will be linked to stable/affordable housing.				
3. 80% of HEA recipients will receive assistance in budgeting to reduce the need for housing assistance.				
OUTCOME OBJECTIVES	PROCESS OBJECTIVES/ ACTIVITIES	TIMELINE	LEAD ROLE	DATA SOURCE
1. 12 clients in need of HEA will receive assistance in an easy and timely manner.	Our HEA program will be promoted to case managers and care providers across the county, as well as the general county emergency services line, 211.	By 2/28/15	HEA Administrator	Regional Case Managers Meeting agenda, promotional materials
	Clients requesting HEAs will do so through participating case managers.	Through 02/28/15	HEA Administrator, case managers	Intake materials, Client files
	Clients who receive HEAs will be surveyed on how easily and quickly they received assistance.	By 02/28/15	HEA Administrator, case managers	Client satisfaction surveys
2. 95% of HEA recipients will have a medical visit with an HIV specialist every 6 months.	All applicants for HEA will be surveyed on whether they've had a primary care visit in the last six months.	Through 2/28/15	HEA Administrator, case managers	Intake surveys
	Those not currently in case will be immediately referred to a care site. Referrals will be documented in client files.	Through 2/28/15	HEA Administrator, case managers	Client files
	Clients will report whether they have seen their primary care practitioner. Results will be recorded in client files.	By 2/28/15	HEA Administrator, case managers	Client files
3. 80% of HEA recipients will receive assistance in budgeting to reduce the need for housing assistance.	Clients who receive HEAs will be surveyed on whether receiving assistance reduced barriers to accessing or maintaining medical care.	Through 2/28/15	HEA Administrator, case managers	Client surveys
	Clients who report no change in access to care, even after receiving assistance, will develop a plan to access to care with their case manager.	Through 2/28/15	HEA Administrator, case managers	Client files
	Case managers will refer clients to further support services—Congregate Meals or medical Transportation—to encourage engagement in medical care.	By 2/28/15	HEA Administrator, case managers	Client files

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**Office of AIDS Administration
Ryan White Program (Part A)
Program Description - FY March 1, 2014 – February 29, 2015**

AGENCY INFORMATION			
Agency Name:	East Bay AIDS Center		
Mailing Address:	3100 Summit St., 2 nd Floor	City:	Oakland, CA
		Zip:	94609
Main Phone Number:	510-869-2400	Main Fax Number:	510-869-8478
Agency / Program Web Site:	http://altabatesummit.org/clinical/aids_svcs.html		
DEDICATED PROGRAM STAFF			
Primary Contact:	Hazel Wesson, Administrative Manager	Alternate Contact:	Christopher Hall, MD, Medical Director
Phone Number (direct):	510-869-8488	Phone Number (direct):	510-869-8480
Fax Number:	510-869-8478	Fax Number:	510-869-8475
Email Address:	WessonH@sutterhealth.org	Email Address:	HallC4@sutterhealth.org
FTE:	0.05	FTE:	0.05
PROGRAM INFORMATION			
Service Category:	Psychosocial Support Services		
Alameda County Region(s) Served:	Alameda County, Contra Costa County, and other counties		
Amount of Ryan White Funds:	\$10,000	Total Program Budget:	\$337,250
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment	1	2	3
	4	Amended RW Funds	Revised Budget
			\$14,000 /
PROGRAM SUMMARY			
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i>			

The East Bay AIDS Center (EBAC) is Alta Bates Summit Medical Center's program dedicated to caring for people living with HIV and AIDS. EBAC provides comprehensive HIV/AIDS primary health care including access to an extensive clinical trials program and consultation with physicians who are experts in caring for people with HIV/AIDS. EBAC provides culturally competent services focused on addressing the needs of the whole person living with HIV. These include intensive, tailored medical support through an assigned primary care physician, 24-hour, 7 days/week emergency physician access, full-time nursing services, full-time medical case management services, family support programs, HIV education and specialized services for women and young people living with HIV. The primary goal of Medical Case Management is to ensure that low-income HIV-positive African American women and youth served by the East Bay AIDS Center and those served by Dr. Anthony Jones, as well as low-income HIV-positive residents of local housing developments have access to a seamless continuum of medical and health-related services including: access to clinical trials, drug treatment adherence support, benefits counseling, partner notification and psychosocial services and support.

EBAC will serve an estimated total of over 1100 clients during the 2014-2015 Ryan White fiscal year, the majority of whom are people of color, and an estimated 65% of whom are low-income individuals who are either uninsured or who rely on Medicaid to support the costs of their primary medical care. Services will be provided at our clinic (3100 Summit St., 2nd Floor, Oakland, CA 94609). We are open Monday through Friday from 9am to 5pm.

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OAA SCOPE OF WORK (SOW) FY 2014 – 2015

CONTRACTOR:		East Bay AIDS Center (EBAC)	SERVICE CATEGORY:	Psychosocial Support Services		
MAIN PROGRAM GOAL:		The goal of our proposed program is to provide peer-led psychosocial support groups HIV+ patients most in danger of isolation and low self-image. Population served include: MSM, women, transgendered persons, and youth.				
INDICATORS:	85% of patients connected to primary care will have a medical visit with an HIV specialist at least every 6 months; 85% of HIV+ patients will report an improvement in physical and mental health, sense of support, and self-image; 85% of patients who attend meetings will report increased sense of peer support, decreased sense of isolation, increased sense of confidence, improved mental health, and increased knowledge about treatment options, hormones, substance use and prevention of HIV transmission, and increased motivation and ability to care for their health.		UDC	Approx.112	UOS	Approx.1680 Units of service definition: 15 minutes of staff time
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF	EVALUATION
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>	<i>How will objectives attainment be tracked?</i>
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF	EVALUATION
OO #1: By February 28, 2015, 85% of clients who attend more than 4 or more meetings will report higher motivation better self-image, decreased sense of isolation, improved sense of social support.		1	PO#1: Between 3/1/14 and 2/28/15, Develop mission statement for each group with input from members which explicitly state the goals and intentions of the group.	3/1/14 - 2/28/15	Medical Social Worker/Case Manager	Pre & Post Evaluation Surveys
		2	PO#2: Read the mission statement aloud at the beginning of each group.	Ongoing	Medical Social Worker/Case Manager	Pre & Post Evaluation Surveys
		3	PO #3: By 2/28/15, Conduct surveys with 10 patients who have attended at least 4 meetings to gauge progress on indicators.	By 2/28/15	Medical Social Worker/Case Manager	Pre & Post Evaluation Surveys
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF	EVALUATION
OO#2: By February 28, 2015, 85% of clients will remain compliant with medical care by seeing an HIV provider every 6 months.		1	PO#1: Education workshop on medication compliance. Patient will have documented routine lab work verifying effectiveness of AVR showing increase CD4.	3/1/14 - 2/28/15	Medical Social Worker/Case Manager	Electronic Health Records (HER)
		2	PO#2 Education workshop on developing better communication skills about talking with your doctor. Patient will have documented routine lab work verifying effectiveness of AVR showing decrease viral load.	3/1/14 - 2/28/15	Medical Social Worker/Case Manager	Electronic Health Records (HER)
		3	PO#3 Patients will have documented medical visits at least two times a year.	3/1/14 - 2/28/15	Medical Social Worker/Case Manager	Electronic Health Records (HER)

UAA SCOPE OF WORK (SOW) FY 2014 - 2015

OUTCOME OBJECTIVE #3	PROCESS OBJECTIVE #3	TIMELINE	STAFF	EVALUATION
OO#3: By February 28, 2015, 85% participating in social support groups will have increase knowledge of HIV and improve management of their HIV disease.	1 PO#1 Support group discussions and presentations will include general and specific HIV information	3/1/14 - 2/28/15	Medical Social Worker/Case Manager	Pre & Post Evaluation Surveys
	2 PO#2 Support group participants will receive information on the importance of self advocacy and management of their HIV disease.	3/1/14 - 2/28/15	Medical Social Worker/Case Manager	Pre & Post Evaluation Surveys
	3 PO#3 Support group presentations will include aspects of health education and personal responsibility to improve group participants overall health and well being.	3/1/14 - 2/28/15	Medical Social Worker/Case Manager	Pre & Post Evaluation Surveys

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OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year.
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of the current year through December 31st of the current year.

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White -- ARIES and Prevention -- LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received.

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. Proof of HIV status
2. Proof of Residence (not immigration status)
3. Proof of Income
4. Proof of Insurance Status

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source.

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104	CONTACT NAME: PHONE: FAX (A/C No.): E-MAIL: ADDRESS:
101005-ALL-CAS-N-13-14 ALWC 731 11	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Co NAIC # 19982 INSURER B: Hartford Underwriters Insurance Company 30104 INSURER C: Safety National Casualty Corp. 15105 INSURER D: N/A N/A INSURER E: INSURER F:
INSURED SUTTER EAST BAY HOSPITALS DBA: ALTA BATES SUMMIT MEDICAL CENTER 350 HAWTHORNE AVENUE OAKLAND, CA 94609	

COVERAGES	CERTIFICATE NUMBER: SEA-001966621-28	REVISION NUMBER: 7
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (INSR LTR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (See occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		57ABS10000 (AOS) 57ABS10001 (HI)	07/31/2013 07/31/2013	07/31/2014 07/31/2014	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	SP 4047833 "SIR \$1,000,000 EA OCCURRENCE"	01/01/2013 01/01/2013	01/01/2015 01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EVIDENCE OF COVERAGE AS RESPECTS AGREEMENTS BETWEEN ALTA BATES SUMMIT MEDICAL CENTER AND THE COUNTY OF ALAMEDA.

CERTIFICATE HOLDER ALAMEDA COUNTY BHCS 2000 EMBARCADERO, STE. 302 OAKLAND, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Ellen Redell Brown <i>Ellen Redell Brown</i>
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Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st – September 30 th	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

NUMBER : 1993 - ZH

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Sutter East Bay Hospitals

(Name of Affiliate)

STATE OF INCORPORATION CA

Sutter Health

(Master Certificateholder)

STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No. 1993.

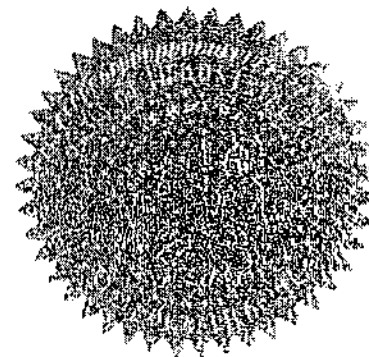
This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE : January 1, 1974

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

James A. Warr, Chief

John C. Duncan, Director



*Revocation of Certificate -- "A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

Care & Treatment Contractors

FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "*last resort*," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

II. TERMS AND CONDITIONS OF PAYMENT

1. Contractor shall use the following procedures in billing County for services rendered under this contract.
 - a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
 - b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
 - c. Reimbursement for all services shall not exceed \$28,104.17 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.
2. Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.
3. Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.
4. In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$28,104.17 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.
5. Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$337,250.00 allocated by the County under this contract.
6. a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost once per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

7. Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing LabTracker must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration immediately when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

**East Bay AIDS Center
Psychosocial Support Services
For the Period March 1, 2014 - February 28, 2015**

		Annual Salary	FTE	Amount		Total
A. Personnel				Direct Cost	Indirect Cost	
Program Director	Chris Hall, MD		5%	In-Kind		In-Kind
Administrator	Hazel Wesson		10%/12 mos.	In-Kind		In-Kind
Medical Case Manager	Joseph Delgado, M. Div.	\$65,998	15%/12 mos.	\$9,900.00		\$9,900
Administration - Coordination of administrative activities of collecting and reporting of grant deliverables, budgeting, invoicing, disbursing, reconciling, and submitting, quarterly reports, invoices and client intakes	Maria Carina Marcelino	\$56,514	1.539%/12 mos.		\$870.00	\$870
Subtotal Personnel				\$9,900.00	\$870.00	\$10,770
B. Fringe Benefits at 30%				\$2,970.00	\$260.00	\$3,230
Total Personnel						\$14,000
TOTAL BUDGET						\$14,000

Note: No more than 10 percent (10)% of contracted funds can be expended for indirect cost (administrative cost)

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CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

AGENCY



EXECUTIVE DIRECTOR

5-7-14

DATE

**East Bay AIDS Center
Budget Justification Emergency Housing Assistance
Ryan White Program HIV/AIDS Services Part A
For the Period Covered March 01, 2014 – MAY 31, 2014**

A. PERSONNEL

\$In-Kind

EHA Program Director/Administrator (Ms. Espiritu)

\$51,384/year x 10% x 12mos.

\$ In-Kind

This position is a part-time direct client service position providing programmatic implementation including determining clients' qualifications for receiving this service and working with case managers from other agencies and with landlords to prevent evictions.

Program Case Manager (Mr. Sillemmon)

\$73,757/year x 10% x 12 mos.

\$ In-Kind

This position is part-time. Chief responsibilities include review and approval of submitted applications for EHA requests. Assists with outreach to CBO's, share and follow-up with Consumer Feedback surveys and Keeping People In Care surveys.

Program Administrative Support (Maria Carina Marcellino)

\$50,862/year x 5% x 12 mos.

\$ In-Kind

This position will track data, ensure all information is entered correctly for tracking purposes, will field questions from case managers from outside CBO's, ensure all requests are complete and will work closely with the EHA Administrator on quality improvements. Program Administrative Support will also follow-up with Consumer Feedback surveys and Keeping People In Care surveys.

B. Fringe Benefits

\$ In-Kind

30% of the augmented funds were used for the fringe benefit rate, which consist of partial benefits for Health Insurance, Pension, Earned Time Off, State Unemployment Insurance (Worker's Compensation), FICA.

C. Supplies

\$ In-Kind

Expenses for supplies and postage used in this program.

D. Other Operating Expenses

\$8,000

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **East Bay AIDS Center**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900232**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

30% was used for the fringe benefit rate, which consists of partial benefits for Health Insurance, Pension, Earned Time Off, State Unemployment Insurance (Worker's Compensation), FICA. The fringe benefit rate for ABSMC is about 30%, but this grant did not provide enough funds to cover at least 25% of fringe benefits.

C. <u>Total Personnel</u>	\$169,750
D. <u>Total Budget</u>	\$169,750

BUDGET JUSTIFICATION
East Bay AIDS Center, Oakland, CA
BUDGET for Ambulatory Care – Traditional
For the Period Covered March 01, 2014 – February 28, 2015 ✓

A. PERSONNEL **\$111,923**

Program Director – Jeffrey Burack, MD In Kind
10% / 12 mos. – In Kind

Administrator – Hazel Wesson In Kind
10% / 12 mos. – In Kind

This full time position oversees the programmatic implementation including program planning, hiring, and supervision of staff, financial management, reporting, and ensuring compliance with contract requirements.

Registered Nurses

These part-time positions provide hands on nursing care and enhanced services

Eric McCann \$110,140/year x 25% /12mos. **\$27,535**

Tanja Schlosser \$78,849/year x 25% /12mos. **\$19,712**

Sheila Hidalgo \$77,301/year x 25% /12mos. **\$19,325**

Medical Assistant – Dainita Aguirre **\$40,510**
\$45,011/year x 900% / 12 mos.

The medical assistant provides ambulatory care support. Duties include data entry, charting and records management, patient care, nursing and case management support, amongst many other duties as needed.

Administration – Maria Carina Marcelino **\$ 4,841**
\$56,514/year x 8.566% / 12 mos.

Coordination of administrative activities of collecting and reporting of grant deliverables, budgeting, invoicing, disbursing, reconciling, and submitting, quarterly reports, invoices and client intakes.

B. Fringe Benefits **\$ 33,577**

30% of the augmented funds were used for the fringe benefit rate, which consist of partial benefits for Health Insurance, Pension, Earned Time Off, State Unemployment Insurance (Worker's Compensation), FICA.

B. TOTAL PERSONNEL **\$145,500**

C. TOTAL BUDGET **\$145,500** ✓

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**East Bay AIDS Center
Medical Case Management
For the Period March 1, 2014 - February 28, 2015**

			Amount		Total
A. Personnel		Annual Salary	FTE	Direct Cost	
Program Director	Chris Hall, MD		10%	In-Kind	In-Kind
Administrator	Hazel Wesson		10%/12 mos.	In-Kind	In-Kind
Medical Case Manager	Joseph Delgado, M. Div	\$65,998	75%/12 mos.	\$49,499	\$49,499
Medical Case Manager	Tony Sillemon, MSW, PhD	\$81,952	64.389%/12 mos.	\$52,768	\$52,768
Medical Case Manager	Monica Espiritu	\$51,384	43%/12 mos.	\$22,095	\$22,095
Administration - Coordination of administrative activities of collecting and reporting of grant deliverables, budgeting, invoicing, disbursing, reconciling, and submitting, quarterly reports, invoices and client intakes					
	Maria Carina Marcelino	\$56,514	11%/12 mos.		\$6,215
Subtotal Personnel				\$124,362	\$130,577
B. Fringe Benefits at 30%				\$37,309	\$39,173
Total Personnel				\$161,671	\$169,750
TOTAL BUDGET					\$169,750 ✓

Note: No more than 10 percent (10%) of contracted funds can be expended for indirect cost (administrative cost)

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**East Bay AIDS Center
Medical Case Management
For the Period March 1, 2014 - February 28, 2015**

		Annual Salary	FTE	Amount		Total In-Kind
				Direct Cost In-Kind	Indirect Cost	
A. Personnel						
Program Director	Chris Hall, MD		10%			
Administrator	Hazel Wesson		10%/12 mos.	In-Kind		In-Kind
Medical Case Manager	Joseph Delgado, M. Div	\$65,998	75%/12 mos.	\$49,499		\$49,499
Medical Case Manager	Tony Sillemo, MSW, PhD	\$81,952	64.389%/12 mos.	\$52,766		\$52,766
Medical Case Manager	Monica Espiritu	\$51,364	43%/12 mos.	\$22,095		\$22,095
Administration - Coordination of administrative activities of collecting and reporting of grant deliverables, budgeting, invoicing, disbursing, reconciling, and submitting, quarterly reports, invoices and client intakes						
	Maria Carina Marcelino	\$56,514	11%/12 mos.		\$6,215	\$6,215
Subtotal Personnel				\$124,362	\$6,215	\$130,577
B. Fringe Benefits at 30%				\$37,309	\$1,864	\$39,173
Total Personnel				\$161,671	\$8,079	\$169,750
TOTAL BUDGET						\$169,750

Note: No more than 10 percent (10%) of contracted funds can be expended for indirect cost (administrative cost)

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BUDGET JUSTIFICATION
East Bay AIDS Center, Oakland, CA
BUDGET for Ambulatory Care – Traditional
For the Period Covered March 01, 2014 – February 28, 2015 ✓

A. PERSONNEL **\$111,923**

Program Director – Jeffrey Burack, MD In Kind
10% / 12 mos. – In Kind

Administrator – Hazel Wesson In Kind
10% / 12 mos. – In Kind

This full time position oversees the programmatic implementation including program planning, hiring, and supervision of staff, financial management, reporting, and ensuring compliance with contract requirements.

Registered Nurses

These part-time positions provide hands on nursing care and enhanced services

Eric McCann \$110,140/year x 25% /12mos. **\$27,535**

Tanja Schlosser \$78,849/year x 25% /12mos. **\$19,712**

Sheila Hidalgo \$77,301/year x 25% /12mos. **\$19,325**

Medical Assistant – Dainita Aguirre

\$45,011/year x 900% / 12 mos. **\$40,510**

The medical assistant provides ambulatory care support. Duties include data entry, charting and records management, patient care, nursing and case management support, amongst many other duties as needed.

Administration – Maria Carina Marcelino

\$56,514/year x 8.566% / 12 mos. **\$ 4,841**

Coordination of administrative activities of collecting and reporting of grant deliverables, budgeting, invoicing, disbursing, reconciling, and submitting, quarterly reports, invoices and client intakes.

B. Fringe Benefits

\$ 33,577

30% of the augmented funds were used for the fringe benefit rate, which consist of partial benefits for Health Insurance, Pension, Earned Time Off, State Unemployment Insurance (Worker's Compensation), FICA.

B. TOTAL PERSONNEL

\$145,500

C. TOTAL BUDGET

\$145,500 ✓

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30% was used for the fringe benefit rate, which consists of partial benefits for Health Insurance, Pension, Earned Time Off, State Unemployment Insurance (Worker's Compensation), FICA. The fringe benefit rate for ABSMC is about 30%, but this grant did not provide enough funds to cover at least 25% of fringe benefits.

C. <u>Total Personnel</u>	\$169,750
D. <u>Total Budget</u>	\$169,750

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **East Bay AIDS Center**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900232**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
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- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

**East Bay AIDS Center
Budget Justification Emergency Housing Assistance
Ryan White Program HIV/AIDS Services Part A
For the Period Covered March 01, 2014 – MAY 31, 2014**

A.	<u>PERSONNEL</u>	\$In-Kind
<u>EHA Program Director/Administrator (Ms. Espiritu)</u>		
\$51,384/year x 10% x 12mos.		\$ In-Kind
This position is a part-time direct client service position providing programmatic implementation including determining clients' qualifications for receiving this service and working with case managers from other agencies and with landlords to prevent evictions.		
<u>Program Case Manager (Mr. Sillemmon)</u>		
\$73,757/year x 10% x 12 mos.		\$ In-Kind
This position is part-time. Chief responsibilities include review and approval of submitted applications for EHA requests. Assists with outreach to CBO's, share and follow-up with Consumer Feedback surveys and Keeping People In Care surveys.		
<u>Program Administrative Support (Maria Carina Marcelino)</u>		
\$50,862/year x 5% x 12 mos.		\$ In-Kind
This position will track data, ensure all information is entered correctly for tracking purposes, will field questions from case managers from outside CBO's, ensure all requests are complete and will work closely with the EHA Administrator on quality improvements. Program Administrative Support will also follow-up with Consumer Feedback surveys and Keeping People In Care surveys.		
<u>B. Fringe Benefits</u>		\$ In-Kind
30% of the augmented funds were used for the fringe benefit rate, which consist of partial benefits for Health Insurance, Pension, Earned Time Off, State Unemployment Insurance (Worker's Compensation), FICA.		
<u>C. Supplies</u>		\$ In-Kind
Expenses for supplies and postage used in this program.		
<u>D. Other Operating Expenses</u>		\$8,000

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

AGENCY



EXECUTIVE DIRECTOR

5-7-14

DATE

**East Bay AIDS Center
Psychosocial Support Services
For the Period March 1, 2014 - February 28, 2015**

		Annual Salary	FTE	Amount		
A. Personnel				Direct Cost	Indirect Cost	Total
Program Director	Chris Hall, MD		5%	In-Kind		In-Kind
Administrator	Hazel Wesson		10%/12 mos.	In-Kind		In-Kind
Medical Case Manager	Joseph Delgado, M. Div.	\$65,998	15%/12 mos.	\$9,900.00		\$9,900
Administration - Coordination of administrative activities of collecting and reporting of grant deliverables, budgeting, invoicing, disbursing, reconciling, and submitting, quarterly reports, invoices and client intakes						
	Maria Carina Marcelino	\$56,514	1.539%/12 mos.		\$870.00	\$870
Subtotal Personnel				\$9,900.00	\$870.00	\$10,770
B. Fringe Benefits at 30%				\$2,970.00	\$260.00	\$3,230
Total Personnel						\$14,000
TOTAL BUDGET						\$14,000

Note: No more than 10 percent (10)% of contracted funds can be expended for indirect cost (administrative cost)

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is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing **LabTracker** must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

II. TERMS AND CONDITIONS OF PAYMENT

1. Contractor shall use the following procedures in billing County for services rendered under this contract.
 - a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
 - b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
 - c. Reimbursement for all services shall not exceed \$28,104.17 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.
2. Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.
3. Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.
4. In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$28,104.17 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.
5. Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$337,250.00 allocated by the County under this contract.
6. a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.
- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost once per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

7. Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

Care & Treatment Contractors

FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "last resort," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

NUMBER: 1993 - ZH

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Sutter East Bay Hospitals

(Name of Affiliate)

STATE OF INCORPORATION: CA

Sutter Health

(Master Certificate holder)

STATE OF INCORPORATION: CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No. 1993.

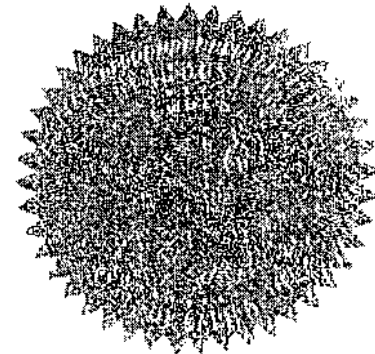
This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE: January 1, 1974

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

James A. Ware, Chief

John C. Duncan, Director



*Revocation of Certificate.--"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st – September 30 th	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 346 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104		CONTACT NAME: PHONE (A/C, H/L, Ext): FAX (A/C, H/L): E-MAIL: ADDRESS:	
101009-ALL-CAS-N-13-14 ALWC 731 11		INSURER(S) AFFORDING COVERAGE	
INSURED SUTTER EAST BAY HOSPITALS DBA: ALTA BATES SUMMIT MEDICAL CENTER 350 HAWTHORNE AVENUE OAKLAND, CA 94609		INSURER A: Hartford Fire Insurance Co NAIC # 19882 INSURER B: Hartford Underwriters Insurance Company 30104 INSURER C: Safety National Casualty Corp. 15105 INSURER D: N/A N/A INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: SEA-001986521-28 REVISION NUMBER: 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		57ABS10000 (AOS) 57ABS10001 (HI)	07/31/2013 07/31/2013	07/31/2014 07/31/2014	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	SP 4047833 "SIR \$1,000,000 EA OCCURRENCE"	01/01/2013	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EVIDENCE OF COVERAGE AS RESPECTS AGREEMENTS BETWEEN ALTA BATES SUMMIT MEDICAL CENTER AND THE COUNTY OF ALAMEDA

CERTIFICATE HOLDER

CANCELLATION

ALAMEDA COUNTY B-HCS
2306 EMBARCADERO, STE 302
OAKLAND, CA 94608

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Ellen Reed Brown

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and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and ~~San Jose City Hospital~~ ^{Alta Bates Memorial Hospital} ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by

CONTRACTOR: *Sutter East Bay Hospital dba Alta Bates Summit*

Name: *Charles P. Rogers*

Medical Center

By (Signature): *Charles P. Rogers*

Print Name: _____

Title: *CEO*

COMMUNITY BASED ORGANIZATION

Master Contract Exhibit A and B Coversheet

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 30505 Board PO #: PHSVC- 8470
 Business Unit #: PHSVC Master Contract #: 900170 Procurement Contract #: 9886 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$20,077	\$104,327
Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum							\$104,327

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **East Oakland Community Project**

Contractor Address: 7515 International Blvd. BOS District:
 Oakland, CA 94621

Remittance Address: Same as above Location Number: 001

Contractor Telephone #: (510) 532-3211 Federal Tax ID#: 94-3078181

Contractor Contact Person: Wendy Jackson Telephone #: (510) 532-3211

Contract Service Category: \$ 56,250 Medical Case Management (\$ 14,583/\$ 41,667)
 \$ 48,077 Substance Abuse Services (\$ 13,500/\$ 34,577)

\$ 104,327

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed **\$8,693.92** without written approval by
 OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$28,083	\$84,250	\$104,327		
Exhibit #					
Amount of Encumbrance	\$28,083	\$56,167	\$20,077		
File Date			9/9/14		
File/Item #			18/2946E		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:

Federal/CFDA # : 93-914	State	County
\$104,327	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 12/4/14

By: [Signature]

Name: Muntu Davis, M.D., M.P.H.

Title: Director and Health Officer

CONTRACTOR: Date: 11/4/14

By: [Signature]

Name: Wendy Jackson

Title: Executive Director

EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **East Oakland Community Project**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900170**
Exhibit No:
Board PO #: **PHSVC-**


15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category: \$ 56,250 Medical Case Management (\$ 14,583/\$ 41,667)
 \$ 48,077 Substance Abuse Services (\$ 13,500/\$ 34,577)

 \$ 104,327

OAA Scope of Work - Medical Case Management / Work Plan for 2014 - 2015

Contractor: East Oakland Community Project (EOCP)				
Service Category: Medical Case Management				
UDC: 80 UOS: 2700 1UOS = 15 Minutes				
Main Program Goal: To improved the lives and well-beings of homeless, low income individuals and families with HIV/AIDS who enter EOCP's Crossroads emergency shelter facility by ensuring the following: <ul style="list-style-type: none"> • Compliance with scheduled medical appointments and follow-up and/or understanding of discharge instructions • Access to and compliance with dental care. • Exposure to education and counseling regarding partner notification information • Exposure to educational workshops and counseling regarding risky behavior • Participation in supportive services, e.g. case management services as outlined in service plan 				
Unduplicated Clients: Approx. 80 Units of Service: 2700 Indicators: 90% of clients connected to primary care and dental care, 60% of clients will report positive behavioral changes, and 40% of client will exit to transitional or permanent housing.				
OUTCOME OBJECTIVES (Minimum of 3 - listed in order of importance)	PROCESS OBJECTIVES/ ACTIVITIES (Minimum of 3 for each outcome objective - listed in order of importance)	TIMELINE	LEAD ROLE	DATA SOURCE
OO #1: By February 28, 2015, 90% of HIV+ residents who remain at Crossroads two weeks or longer will achieve one primary care visit with their physician and receive one dental visit during the contract year. Clients in the program six months or longer will have a medical visit with an HIV specialist every 6 months	PO#1: The Medical Case Manager will assess each resident's need to be connected to primary and dental care providers; referrals as needed.	Within the first 2 weeks of residency	Medical Case Manager	Client Contact Log Progress Note Care Ware or Aries

 8-15-14
 Agency 8/14/14

OAA Scope of Work - Medical Case Management / Work Plan for 2014 - 2015

OUTCOME OBJECTIVES (Minimum of 3 - listed in order of importance)	PROCESS OBJECTIVES/ ACTIVITIES (Minimum of 3 for each outcome objective - listed in order of importance)	TIMELINE	LEAD ROLE	DATA SOURCE
OO #3: By February 28, 2015, 35% of exiting residents living with HIV/AIDS will demonstrate improved health and well-being by exiting Crossroads to placement into transitional or permanent housing.	PO #1: The Medical Case Manager will conduct an assessment on each HIV+ resident and assist them with developing an individualized service plan, mapping out realistic goals.	Ongoing	Case Manager	Contact Logs and Progress Notes. Care Ware or Aries
	PO #2: The Medical Case Manager will conduct budgeting with HIV+ residents who have an income and conduct benefit advocacy with HIV+ residents who lack an income.	Ongoing	Case Manager	Contact Logs and Progress Notes.
	PO #3: The Medical Case Manager will conduct weekly case management sessions with residents and provide housing resources, applications and referrals as needed.	Ongoing	Case Manager	Contact Logs and Progress Notes.
OO #4: By February 28, 2015, 95% of residents living at crossroads who are living with HIV/AIDS will demonstrate improved health quality of life by developing a behavioral health plan.	PO #1: The Medical Case Manager will maintain documentation of assessments for Mental Health and/or Substance use services	Ongoing	Case Manager	Contact Logs and Progress Notes. Care Ware or Aries
	PO #2: The Medical Case Manager will work with the client to develop a support plan to help HIV + residents comply/complete their mental health treatment plan	Ongoing	Case Manager	Contact Logs and Progress Notes.

OAA Scope of Work – Substance Abuse / Work Plan for 2014 - 2015

<p>MAIN PROGRAM GOAL: To provide substance abuse individual counseling and recovery group support to homeless people living with HIV/AIDS.</p> <p>Service Category: Substance Abuse</p> <p>Units of Service: 2900 Unduplicated Clients: 80 Service definition: 1 UOS, 15 minutes</p>				
<p>Indicators: 90% maintaining connection to primary care, 60% achieving recovery plan goals; 30% achieving or maintaining recovery for 30 days or longer.</p>				
OUTCOME OBJECTIVES	PROCESS OBJECTIVES (Minimum of 3 for each outcome objective - listed in order of importance)	TIMELINE	LEAD ROLE	EVALUATION MEASURE
<p>OO #1: By February 28, 2015, 90% of HIV+ residents who remain at Crossroads two weeks or longer will achieve one primary care visit with their physician and connect residents to one dental visit during the contract year. Clients in the program six months or longer will have a medical visit with an HIV specialist every 6 months.</p>				
	<p>PO #1: Staff will determine residents' need for primary care connection and dental care and provide referrals to health care as needed.</p>	Ongoing/ Weekly	Case Manager/ Program Director	Contact Logs and Progress Notes.

EOCP, Crossroads Scope of Work

March 1, 2014
[Signature]
 8/14/14

OAA Scope of Work – Substance Abuse / Work Plan for 2014 - 2015

<p>OO #3: By 02/28/15, a minimum of 30% of residents living with HIV/AIDS with identified substance abuse issues will achieve or maintain recovery for 30 days or longer.</p>				
	<p>PO #1: Staff will provide residents with referrals to day treatment and/or residential treatment programs as necessary.</p>	<p>Ongoing</p>	<p>Substance Abuse Counselor</p>	<p>Referral Log, Progress notes</p>
	<p>PO #2: Staff will conduct random urinalysis testing. Staff will provide individual weekly counseling sessions and facilitate weekly recovery based support groups, including Recovery 101, Mindfulness for clients with co-occurring disorders, and 12-Step Self Improvement Groups: AA/NA/CA.</p>	<p>Ongoing</p>	<p>Substance Abuse Counselor</p>	<p>Progress Notes</p>
	<p>PO #3: Staff will offer aftercare to HIV+ residents who exit the shelter program.</p>	<p>Six month maximum</p>	<p>Substance Abuse Counselor</p>	<p>Contact Log and Progress Notes</p>

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. Proof of HIV status
2. Proof of Residence (not immigration status)
3. Proof of Income
4. Proof of Insurance Status

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of Administrative Personnel, Operating Expenses, and Indirect Cost which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. **Examples:** usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list; which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubsforms/forms/CtrlldForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

East Oakland Community Project
Agency Name

Wendy G Jackson, Executive Director
Printed Name/Title

Wendy G Jackson
Signature

5/7/14
Date

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

EOCP
15-4333-12

East Oakland Community Project							
BUDGET – Case Management - Medical							
For the Period Covered March 01, 2014 - February 28, 2015							
					Amount		
A. Personnel			Salary	FTE	Direct Cost	Indirect Cost	Total
	Case Manager	Demetrius Johnson	37,000.00	100.00%	37,000.00	-	37,000.00
	Shelter Manager	Jarekhye Covarrubias	60,000.00	13.17%	7,030.00	870.00	7,900.00
	Subtotal Personnel				44,030.00	870.00	44,900.00
	B. Fringe Benefits				9,402.45	247.55	9,650.00
	Total Personnel				53,432.45	1,117.55	54,550.00
	C. Travel				1,000.00	200.00	1,200.00
	D. Contractual /Sub-contracts						
	E. Furniture & Fixture/Equipment						
	F. Supplies				-	500.00	500.00
	G. Other Operating Expenses						
	Total Operation				1,000.00	700.00	1,700.00
	H. Total Personnel & Operating Expenses				54,432.45	1,817.55	56,250.00
	I. Total Budget				54,432.45	1,817.55	56,250.00

8/19/14

8/15/14
8/14/14
8/15/14

East Oakland Community Project

BUDGET – Substance Abuse

For the Period Covered March 01, 2014 - February 28, 2015 ✓

		Annual		Amount		
A. Personnel	Name	Salary	FTE	Direct Cost	Indirect Cost	Total
	Substance Abuse Counselor	Jennifer Funk	45,000	59.05%	26,572.00	26,572.00
	Shelter Manager	Jarekhye Covarrubias	60,000	11.23%	4,878.00	1,862.00
	Subtotal Personnel			31,450.00	1,862.00	33,312.00
B. Fringe Benefits				7,509.00	556.00	8,065.00
Total Personnel				38,959.00	2,418.00	41,377.00
C. Travel				1,000.00	200.00	1,200.00
D. Clinical Supervision: weekly-one hour (\$80/per/sessionx 50 wks)				2,800.00	1,200.00	4,000.00
E. Furniture & Fixture/Equipment						
F. Supplies				500.00	1,000.00	1,500.00
G. Other Operating Expenses						
Total Operation				4,300.00	2,400.00	6,700.00
H. Total Personnel & Operating Expenses				43,259.00	4,818.00	48,077.00
I. Total Budget				43,259.00	4,818.00	48,077.00

004

8/14/14
 W
 8-15-14
 8/15/14
 8/11/14

Abuse Counselor and the Ryan White clients s/he sees in individual and group counseling. This supervision includes working with the Substance Abuse Counselor separately, which is the indirect cost, and working together with clients, which is a direct cost.
Clinical Consultant, Gail Werblin, LMFT license # 27595.

Total Operations

\$6,700

D. Total Budget

\$48,077

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) 	



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
1/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heffernan Insurance Brokers/SelectSolutions Insurance Services 1350 Carlbach Avenue Walnut Creek, CA 94596	CONTACT NAME: PHONE (A/C, No. Ext): (866) 500-6359 FAX (A/C, No.): (855) 804-8449 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:														
INSURED East Oakland Community Project 7515-23 International Blvd Oakland, CA 94621	<table border="1"> <thead> <tr> <th data-bbox="795 567 1347 588">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1347 567 1471 588">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="795 588 1347 609">INSURER A: National Union Fire Insurance Company of Pittsburgh</td> <td data-bbox="1347 588 1471 609">NaN</td> </tr> <tr> <td data-bbox="795 609 1347 630">INSURER B: Markel Insurance Company</td> <td data-bbox="1347 609 1471 630">0</td> </tr> <tr> <td data-bbox="795 630 1347 651">INSURER C: Philadelphia Indemnity Insurance Company</td> <td data-bbox="1347 630 1471 651">18058</td> </tr> <tr> <td data-bbox="795 651 1347 672">INSURER D:</td> <td data-bbox="1347 651 1471 672"></td> </tr> <tr> <td data-bbox="795 672 1347 693">INSURER E:</td> <td data-bbox="1347 672 1471 693"></td> </tr> <tr> <td data-bbox="795 693 1347 714">INSURER F:</td> <td data-bbox="1347 693 1471 714"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Insurance Company of Pittsburgh	NaN	INSURER B: Markel Insurance Company	0	INSURER C: Philadelphia Indemnity Insurance Company	18058	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Philadelphia Indemnity Insurance Company	18058														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		8502SS320337-5	12/30/2013	12/30/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		1002SS320338-5	12/30/2013	12/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		4602SS320339-5	12/30/2013	12/30/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability (Errors and Omissions)		8502SS320337-5	12/30/2013	12/30/2014	Occurrence / Aggregate \$1,000,000 / \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Re: As Per Contract or Agreement on File with Insured.

 A: Accidental Death & Dismemberment SRG9105923 4/19/2013 - 4/19/2014
 B: Property Coverage 8502SS320337-5 12/30/2013 - 12/30/2014
 C: Directors and Officers Liability PHSD909814 1/8/2014 - 1/8/2015 \$1,000,000

CERTIFICATE HOLDER

CANCELLATION

Alameda County Office of AIDS Administration Attn: Contracts Office 1000 Broadway, Suite 310 Oakland, CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Leticia Truino</i>
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C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: East Oakland Community Project _____

By (Signature): Wendy U. Jackson

Print Name: Wendy U. Jackson

Title: Executive Director

COMMUNITY BASED ORGANIZATION

Master Contract Exhibit A and B Coversheet

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 28877 Board PO #: PHSVC- **8495**
 Business Unit #: PHSVC Master Contract #: 900134 Procurement Contract #: **9879** Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$13,500	\$74,500

Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum **\$74,500**

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **Bay Area Consortium for Quality Health Care**

Contractor Address: 405 - 14th Street, Suite 300 BOS District:
Oakland, CA 94612

Remittance Address: Same as above Location Number: 001

Contractor Telephone #: (510) 652-3300 Federal Tax ID#: 94-2682560

Contractor Contact Person: Gwen Rowe-Sykes Telephone #: (510) 652-3300

Contract Service Category: Outpatient/Ambulatory Health Services

Estimated Units of Service: (See Exhibit A)


Maximum Single Payment and Exceptions: Not to exceed **\$6,208.33** without written approval by
OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$20,333	\$61,000	\$74,500		
Exhibit #					
Amount of Encumbrance	\$20,333	\$40,667	\$13,500		
File Date			9/9/14		
File/Item #			18/294462		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:	Federal/CFDA # : 93-914	State	County
	\$74,500	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 12/14/14
 By: 
 Name: Muntu Davis, M.D., M.P.H.
 Title: Director and Health Officer

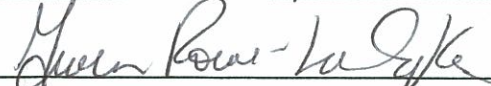
CONTRACTOR: Date: 7-19-2014
 By: 
 Name: Gwen Rowe-Sykes
 Title: Executive Director

EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **Bay Area Consortium for Quality Health Care**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900134**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category: **Outpatient/Ambulatory Health Services**

OAA SCOPE OF WORK (SOW) FY 2014-2015

CONTRACTOR:		Bay Area Consortium for Quality Health Care, Inc.		SERVICE CATEGORY:		Ambulatory/Outpatient Medical Care				
MAIN PROGRAM GOAL:				To provide the highest quality, full-service primary care for all people with HIV						
INDICATORS:		% of clients with HIV infection who have a medical visit with an HIV specialist at least every six months; % of clients with HIV infection who have a mental health screening at least every twelve months; % of clients with increase in CD4 count and decrease in viral load								
				UDC		32		Amended UDC/UOS		39
				UOS		1028				1248
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE		STAFF		EVALUATION		
(Minimum of 3 listed in order of importance)		(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)		Objectives to be completed by?		Who will provide services?		How will objectives obtained be tracked?		
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE		STAFF		EVALUATION		
By February 28, 2015 OO#1: 80 percent of CARE-funded clients will have a medical visit with an HIV specialist at least every six months.	1	By June 2014, review outreach plan to identify new/potential clients who need primary care services.		03/1/2014 - 02/28/2015		Nurse, Health Educator		Evidence of Outreach Plan, Client Roster, Medical Record Documentation on Clients Receiving Primary Care		
	2	By February 2015, clients who are in need of primary care will be linked to primary care services.		03/1/2014 - 02/28/2015						
	3	By February 2015, the progress of clients' adherence to primary care will be documented.		03/1/2014 - 02/28/2015						
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE		STAFF		EVALUATION		
By February 28, 2015 80 percent of HIV/AIDS client population will have a mental health screening at least every twelve months.	1	By February 2015, review records of existing caseloads of clients who are eligible for mental health screening.		03/1/2014 - 02/28/2015		Physician, Psychologist, Psychiatrist, Nurse, Health Educator, Social Work Case Manager		Medical Record, Client Roster, Documentation on Clients Receiving Mental Health Screening		
	2	By February 2015, one-hundred percent of newly-enrolled, eligible clients will receive mental health referrals and mental health screening.		03/1/2014 - 02/28/2015						
	3	By February 2015, clients' progress will be documented.		03/1/2014 - 02/28/2015						
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3		TIMELINE		STAFF		EVALUATION		
By February 28, 2015 80 percent of clients will show a stable or an improved viral load test result.	1	By February 2015, conduct initial baseline assessment of viral load.		03/1/2014 - 02/28/2015		Physician/ Nurse Physician/ Nurse Physician/ Nurse		Medical Record Documentation on Clients Receiving Primary Care		
	2	By February 2015, provide appropriate medical intervention based on patient's medical health status.		03/1/2014 - 02/28/2015						
	3	By February 2015, reevaluate viral load on subsequent visits.		03/1/2014 - 02/28/2015						



 7/31/14



OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year .
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of th current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st - September 31 st	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

Care & Treatment Contractors

FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "*last resort*," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing **LabTracker** must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

The undersigned certifies that they:

- Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

DATE _____

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **Bay Area Consortium for Quality Health Care**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900134**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

**OFFICE OF AIDS ADMINISTRATION
BAY AREA CONSORTIUM FOR QUALITY HEALTH CARE, INC.
AMBULATORY/OUTPATIENT MEDICAL CARE
RYAN WHITE PART A
FY 03/01/14 – 02/28/15 ✓**

A. PERSONNEL

\$30,783

Gwen Rowe-Lee Sykes, Executive Director [\$151,540 x .0053% x 12 months] \$796

Manages agency's overall operations, including oversight of development and negotiation of all contracts (including subcontracts and MOUs with other agencies) and leases; coordinates and supervises direct service staff; provides backup to case managers and performs client intervention as backup to case managers; facilitates reading club to enhance literacy; attends client group sessions; conducts client satisfaction surveys with clients; monitors program budget and contract compliance; maintains community relations with a variety of programs and organizations; prepares quarterly and final reports; establishes and maintains quality control of all programmatic aspects; and directs data analysis of all quality assurance-related project components.

Roz Picou, Patient Services Coordinator [\$63,000 x 30% x 12 months] \$19,215

Assists with client intake and reception; provides backup to Intake Coordinator; performs patient record entry; assists case managers with practical and emergency service arrangements for clients; completes specialty referrals; performs patient appointment scheduling; and completes pharmacy follow-up.

Patricia Wright, Client Intake/Eligibility Worker [\$50,000 x 20% x 12 months] \$10,058

Performs primary client intake and reception duties; completes initial and ongoing program eligibility screening on program enrollees; ensures records are maintained in accordance with program protocols and HIPAA guidelines; receives and responds to care patient requests for medical records; evaluates appropriateness of requests for patient medical records; generates reports for multidisciplinary meetings; procures patient records and restores records in disrepair.

Loreta Fabros, Bookkeeper/Accountant [\$58,551 x .01% x 12 months] \$715

Responsibilities include internal bookkeeping, accounting, and quality assurance services provided during the year to maintain the agency's program expense and billing information for the Office of AIDS, and invoicing the Office of AIDS.

B. FRINGE BENEFITS @ 27%

\$8,311

Our fringe benefit rate is 27% and consists of Health Insurance (10.6%), Retirement (5%), Life Insurance (0.25%), State Unemployment Insurance (1.3%), Worker's Compensation (2.20%) FICA (7.65%).

C. TRAVEL

\$817

Local Transportation/Mileage

\$817

Local travel to meetings, outreach locations and parking (140 miles x \$.485 mile x 12 mos.)

D. CONTRACTUAL/SUB-CONTRACTS

\$26,524

Various medical services to be provided by the following individuals:

Anthony Jones, M.D., Medical Director – Not to exceed \$250 per hour

Provides medical primary care and HIV specialty services; consults with psychiatrist, mental health counselors and medical provider team around clients' mental health needs and psychological barriers to treatment adherence; provides counseling and education regarding the use of treatment therapies, HIV counseling, testing and referrals; participates on Quality Assurance Committee; meets with medical providers, nurses and social work case management teams and participates in development of client

G. OTHER OPERATING EXPENSES**\$5,394****Communications**

\$1,136

Monthly expenses include phone, internet and fax charges for incoming and outgoing patient telephone calls with medical providers; and incoming and outgoing fax transmissions of patient medical records. Communication costs are allocated based on the number of telephone instruments, the current year's estimated cost as provided by the phone carrier and number of clients served under the specific grant program.

Postage

\$244

Mailing program-specific correspondence, including patient medical records; requests for patient medical records; patient appointment slips; patient lab info to patients; patient lab results; patient follow-up requests; medical education information; and imaging results.

Printing/Duplicating

\$462

These expenses cover the cost of outside printing and copying of program-specific materials, program-specific assessment forms and program-specific reports.

Professional Liability/Malpractice Insurance

\$2,562

Pro-rata share of general liability, malpractice, professional liability and employee dishonesty insurance.

Auditing

\$756

Pro-rata share of agency costs for outside services.

Office Space

\$234

This expense covers a portion of the usage of common areas required for the work of the program, such as conference rooms, restrooms, work rooms, etc. The total monthly rental fee includes an operating expense charge and a Common Area Maintenance (CAM) fee. Utilities are also included in the expense for this line item. The total **monthly** rent at the primary service site is \$9,196.63.

Patient Exam Space

\$0

This expense covers the cost of direct staff office space at three sites for the work of the program, such as private counseling rooms, exam rooms and health education classrooms. Service sites are used by all program clients and five members of direct program personnel. The total **monthly** rent at the primary service site is \$9,196.63. Patient exam space is allocated based on the square footage of all facilities, dedicated exam space for clients and total rental cost.

J. TOTAL BUDGET**\$74,500**

005

11/8/14

Casey 7/31/14
L. D. 14

II. TERMS AND CONDITIONS OF PAYMENT

1. Contractor shall use the following procedures in billing County for services rendered under this contract.
 - a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
 - b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
 - c. Reimbursement for all services shall not exceed \$6,208.33 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.
2. Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.
3. Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.
4. In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$6,208.33 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.
5. Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$74,500.00 allocated by the County under this contract.
6. a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost **once** per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

7. Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

County of Alameda
Request for Insurance Waiver or Change
(To be completed by the Contracting Department)
Fax or QIC to: Risk Management Unit
Fax 272-6815 or 2-6815 / QIC 28505

Attn.: Contract Review:

Janette Brook
(Sr. Risk & Insurance Analyst)

Phone: 272-3869

Fax Back to:	Name: <u>Pamela Casey</u>	Dept.: <u>Public Health - OAA</u>
	Phone: <u>268-7651</u>	QIC: <u>21948</u>
		Fax: <u>268-7631</u>

Date of Request: 6/2/14 Amount of Contract: \$61,000 Term of Contract: March 1, 2014 - Feb. 28, 2015
Name of Contractor: Bay Area Consortium for Quality Health Care

1. What do you want to waive or change (W=waive and C=change)?

a) Coverage (s): General Liability W Auto Liability W Professional Liability W Workers' Comp W
Other Required Coverages: _____

b) Change in Limits: General Liability: From \$1,000,000 to \$_____ per occurrence
Auto Liability: From \$1,000,000 to \$_____ per occurrence
Professional Liability: From \$1,000,000 to \$_____ per claim
Other Coverage Limits: _____

c) Reason: Contractor has no co. owned vehicle; Auto liability will be maintained by each employee; no insurance certificate required from contractor

2. Request for Time Waiver: Coverage(s) _____ List # of days requested _____
(This allows Contractor time to bind the insurance before the Contract term begins)

3. For Workers' Compensation Waiver, please have Contractor sign this declaration:

Declaration:

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Worker's Compensation coverage in accordance with California law.

I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code with respect to providing Worker's Compensation coverage for any employees of the above mentioned business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers compensation, payroll taxes, FICA and tax withholding and similar employment issues. I further agree to hold the County of Alameda harmless from loss or liability which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I therefore request that the County of Alameda waive its requirement for evidence of Workers' Compensation insurance in connection with the above-referenced work.

Signature _____ Date _____
Owner, Officer, Director, Partnership or other Principal
Print/Type Name _____ Title _____

4. Please attach a copy of the Scope of Services.

This Section to be completed by Risk Management

Identify Risk to County: _____

Waiver: Granted X Denied _____

Change: Granted _____ Denied _____

Considerations: A Vendor/Contractor Insurance Program has been developed for contractors who do not have or cannot afford the required insurance. Please contact the Risk Management Unit for more information.

Authorized Signature: _____

Date: 6/2/14

Rev: 01/2008

Policy No. 97-CA-M351-2

FE-9509

SECTION II ADDITIONAL INSURED ENDORSEMENT

Policy No. 97-CA-M351-2

Named Insured: BAY AREA CONSORTIUM FOR QUALITY HEALTH CARE, INC

Additional Insured (include address):

COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, INDIVIDUAL
MEMBERS & ALL COUNTY OFFICERS, AGENTS, EMPLOYEES &
VOLUNTEERS
1800 EMERSON ST STE 20
OAKLAND CA 94606-9131

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of **your work** performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a suit brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

- ☒ **Primary Insurance.** The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other policy provisions apply.

FE-9509

1006122 135947.1 11-11-2013



CERTIFICATE OF INSURANCE	Issue Date: 02/18/2014
Effective Date: 04/04/2014	A Claims-Made Professional Liability Policy
First Named Insured: Anthony E Jones MD 400 29th Street Suite 501 Oakland, CA 94609	IMPORTANT NOTICE: This document demonstrates coverage in force on the Effective Date listed. It is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Protected Party: Anthony E Jones MD	
Specialty: FGP01 Family General Practice No Surgery	
Policy Number:	Policy Period:
0850234	From: 04/04/2014 To: 04/04/2015
Retroactive Date:	Departure Period:
08/01/2009	From: N/A To: N/A
The Protected Party above is: <input checked="" type="checkbox"/> A Named Insured <input type="checkbox"/> A Locum Tenens <input type="checkbox"/> An Additional Protected Party	Agency and Address: O'Brien Insurance Services, Inc. 6 Hamilton Landing, Suite 170 Novato, CA 94949 (800) 553-9293
LIMITS OF LIABILITY	
Claim Limit:	\$1,000,000
Aggregate Limit:	\$3,000,000

- | | |
|---|---|
| <p>I. Locum Tenens and Additional Protected Parties share Limits of Liability with the applicable Named Insured.</p> <p>II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period.</p> <p>III. Photocopies of this document are deemed as valid as the original.</p> <p>IV. The policy, including endorsements, determines the coverage provided. Some claims may not be covered by the terms of the policy, or may be subject to restrictions such as lower Limits of Liability.</p> | <p>V. If the policy, or coverage for any person, is canceled for any reason or if the terms of the policy are changed, we will notify the First Named Insured only. Coverage is not in effect unless and until all payments are received when due.</p> <p>VI. If a departure period is indicated, the policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period; however, the policy will respond if we receive a claim report during this period.</p> |
|---|---|

Client # 902600

MEMORANDUM OF INSURANCE

Date Issued 05/30/2014

Producer

Mercer Consumer, a service of
 Mercer Health & Benefits Administration LLC
 P.O. Box 14576
 Des Moines, IA 50306-3576
 1-800-503-9230

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

Company Affording Coverage

Liberty Insurance Underwriters Inc

Insured

Gregory Miller
 1096 Tevlin Street
 Albany CA 94706

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

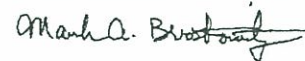
Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability Nurse Self Emp RN Educator	AHY-745113001	05/30/2014	05/30/2015	Per Incident/ Occurrence	\$1,000,000
				Annual Aggregate	\$6,000,000

PROOF OF INSURANCE**Memorandum Holder:****PROOF OF COVERAGE ONLY**

Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Mark Brostowitz



C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

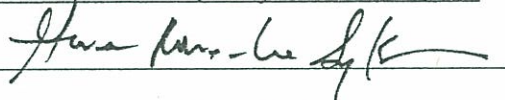
VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity,

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Bay Area Consortium for Quality Health Care, Inc.

By (Signature): 

Print Name: Gwen Rowe-Lee Sykes, DrPH

Title: Executive Director

COMMUNITY BASED ORGANIZATION **Master Contract Exhibit A and B Coversheet**

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 85424 Board PO #: PHSVC-8534
 Business Unit #: PHSVC Master Contract #: 900887 Procurement Contract #: 9877 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$8,000	\$49,465
Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum							\$49,465

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **Allen Temple Health & Social Services Ministries**

Contractor Address: 8501 International Blvd. BOS District:
 Oakland, CA 94621

Remittance Address: Same as above Location Number: 001

Contractor Telephone #: (510) 544-3939 Federal Tax ID#: 73-1631545

Contractor Contact Person: Rev. Eunice Shaw Telephone #: (510) 544-3939

Contract Service Category: Food-Congregate Meals

Estimated Units of Service: (See Exhibit A)

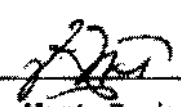
Maximum Single Payment and Exceptions: Not to exceed **\$4,122.08** without written approval by
 OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$13,822	\$41,465	\$49,465		
Exhibit #					
Amount of Encumbrance	\$13,822	\$27,643	\$8,000		
File Date			9/9/14		
File/Item #			18/29446E		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:	Federal/CFDA #: 93-914	State	County
	\$49,465	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 4/26/15
 By: 
 Name: Muntu Davis, M.D., M.P.H.
 Title: Director and Health Officer


CONTRACTOR: Date: 10-16-14
 By: 
 Name: Rev. Eunice Shaw
 Title: Executive Director

EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **Allen Temple Health & Social Services Ministries**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900887**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category: **Food-Congregate Meals**



**Office of AIDS Administration
Ryan White Program (Part A & B)
Program Description - FY 2014-2015**

AGENCY INFORMATION			
Agency Name: Allen Temple Health & Social Services Ministry			
Mailing Address:	8501 International Blvd.	City:	Oakland
Zip:	94621	Main Phone Number:	510-544-3939
Main Fax Number:	510-544-3975	Agency / Program Web Site: www.allen-temple.org	
DEDICATED PROGRAM STAFF			
Primary Contact:	Rev. Eunice Shaw	Alternate Contact:	Gloria Crowell
Phone Number (direct):	510-544-3939	Phone Number (direct):	510-913-5694
Fax Number:	510-544-8918	Fax Number:	510-544-8918
Email Address:	eshaw@allen-temple.org	Email Address:	gcrowell@allen-temple.org
FTE:	0	FTE:	0
PROGRAM INFORMATION			
Service Category:	Food - Congregate Meals		
Alameda County Region(s) Served:	<input checked="" type="checkbox"/> XNorth <input type="checkbox"/> South <input type="checkbox"/> East <input type="checkbox"/> West		
Amount of Ryan White Funds:	\$49,465	Total Program Budget:	
CONTRACT AMENDMENT			
<i>To be completed only if contracted deliverables have been renegotiated</i>			
Amendment	1	2	3
	4	Amended RW Funds	Revised Budget
PROGRAM SUMMARY AND REQUIREMENTS			
<i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i> *****			

Under the Food for Life- Congregate Meals program located in East Oakland, Contractor will provide services to persons living with HIV/AIDS who are residents of Alameda County. With the increase in funds, Contractor will be able to provide a wider array of meal offerings and shall prepare a hot meal three days a week (Tuesday/Wednesday/Thursday) and Contractor shall provide attendees of the Food for Life program with access to other services offered at Allen Temple Baptist Church, chair massage, HepC and HIV testing, including food pantry services, job training/readiness, mental health counseling and more. Contractor will also prepare a meal that can be distributed to PLWA Support Groups throughout the county whom request services that have groups that occur Tuesdays, Wednesdays, or Thursdays. Contractor shall have 80 or more unduplicated clients and Contractor shall assist clients in enrolling in Health Care Insurance. The program will provide services to 80 unduplicated clients throughout the year and provide 1050 congregate meals to clients. Also with the increase in funding, the Program Coordinator will have more time to check in with Case Managers to ensure linkage to care.

The purpose of the Food for Life Congregate Meals program is to plan, prepare and serve nutritious meals in a culturally appropriate, warm and loving environment. Contractor shall seat a consumer advisory board for the Food for Life program that will assist in the dissemination of nutritional information and resources to individuals living with HIV/AIDS and encourage participation in the program. The location of the Food for Life Congregate Meals program will be at Allen Temple Baptist Church situated in East Oakland. Hot Meals (Tues.-Thurs) will be offered at noon each day. Meals will also be distributed to PLWA Support Groups throughout the county. Contractor will assist clients in maintaining and improving the quality of life, health and independent living status of those living with HIV/AIDS and ensuring linkage to additional care resources.

Handwritten signature and date: 11/21/14

Contractor: Allen Temple Health & Social Services

March 1, 2014 – February 28, 2015

Service Category: FOOD – CONGREGATE MEALS

One Unit of Service = 1 Congregate Meal

Units of Service 1,050

Unduplicated Clients 80

Main Program Goal:

The intent of the program is to maintain or improve the quality of life, health and living of the HIV/AIDS population through an efficient, safe, nutritionally and culturally delivery of meals in a central East Oakland location.

Indicators:

65% of clients will increase awareness and have greater access to nutritional resources and better nutritional habits; 55% clients will self-report reduction in isolation during congregate meals; 65% of clients who self-report maintenance or increased linkages to primary care

OUTCOME OBJECTIVES (Minimum of 3 - listed in order of importance)	PROCESS REQUIREMENTS (Minimum of 3 for each outcome objective - listed in order of importance)	TIMELINE	LEAD ROLE	DATA SOURCE
OO #1: By February 28, 2015 70% of Clients will report increased awareness of the nutritional needs of people living with HIV/AIDS		March 1, 2014 thru February 28, 2015		
	PO #1: By February 28, 2015 Outreach coordinator & Program Coordinator will work with members of the Food4Life Advisory Board to increase client's knowledge of Healthy Eating and Nutrition		Outreach Coordinator Program Coordinator	Advisory Board Meeting Minutes

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	PO #2: By February 28, 2015 Head Cook & Volunteer Nutritionist will continue to create healthy menus and serve meals that model high nutritional values		Kitchen Lead and Program Coordinator	Menu Plan and Monthly Menu Distribution
	PO #3: By February 28, 2015 Outreach Coordinator will communicate with clients about additional FREE food resources		Outreach Coordinator	Flyers, brochures Signups for Food Pantry
	PO #4 By February 28, 2015 – Outreach Coordinator will identify additional PLWA Support Groups which food will be supplied by the Food for Life Program		Outreach Coordinator	
OO #2: By February 28, 2015, 60% of clients will self-report reduction in isolation during congregate meals		March 1, 2013 thru February 28, 2015		Client Survey
	PO #1: By February 28, 2015 Outreach Coordinator will increase outreach strategies to identify clients who might benefit from congregate meals		Outreach Coordinator	Intake Forms
	PO #2: By February 28, 2015 Program Coordinator will increase workshop offerings to program participants and encourage clients to share resources during congregate meals.		Program Coordinator	Client Satisfaction Survey

	PO #3: By February 28, 2015 Outreach Coordinator will increase the consumer advisory council to help develop the workshop presentations on Health & Wellness.		Outreach Coordinator	
OUTCOME OBJECTIVES (Minimum of 3 - listed in order of importance)	PROCESS REQUIREMENTS (Minimum of 3 for each outcome objective - listed in order of importance)	TIMELINE	LEAD ROLE	DATA SOURCE
OO #3: By February 28, 2015 85% congregate meal clients will maintain connection to HIV/AIDS primary care as defined by 2 visits per year.		March 1, 2014 thru February 28, 2015		
	PO#1: By February 28, 2015, Quarterly phone calls to Case managers to ensure continued linkage to care.		Program Coordinator	Meetings with Case Managers
	PO#2: By February 28, 2015, Outreach Coordinator will ensure that clients are Alameda County Residents and Program Coordinator will ensure clients are enrolled in Health Insurance.		Outreach Coordinator Program Coordinator	Intake Forms
	PO #3: By February 28, 2015 Clients will report whether they have seen their case manager		Outreach Coordinator	



OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

I. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year.
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of the current year through December 31st of the current year.

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

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F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received.

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. Proof of HIV status
2. Proof of Residence (not immigration status)
3. Proof of Income
4. Proof of Insurance Status

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-inherit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of Administrative Personnel, Operating Expenses, and Indirect Cost which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that are assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list, which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubsforms/forms/CtrIdForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st – September 30 th	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31 st	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

**Ryan White Program Requirements
Care & Treatment Contractors
FY 2014 - 2015**

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "*last resort*," with all other funding sources exhausted before using any Ryan White funds.

**TABLE 1
Required Eligibility Documentation**

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSL, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing LabTracker must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

ALLEN Temple HEALTH & SOCIAL SERVICES MINISTRIES
Agency Name

EDNA E SHAW
Printed Name, Title

Edna Shaw
Signature

4-16-14
Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

ALLEN TEMPLE HEALTH & SOCIAL SERVICES MINISTRIES
AGENCY

EUNICE SHAW
EXECUTIVE DIRECTOR

4-16-14
DATE

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

ATHSSM
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **Allen Temple Health & Social Services Ministries**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900887**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

March 01, 2014 - February 28, 2015

	Salary Annual	FTE	Direct Cost	Indirect Cost	Total
A. Personnel					
Outreach Coordinator(Alan Markert)	20,000	33%	6,600		6,600
Kitchen Lead(Jesse Land)	28,512	30%	8,640		8,640
Program Coodinator(Denisha Delane)	20,000	25%	5,050		5,050
			Subtotal Personnel	20,290	20,290
B. Fringe Benefits @7.4%			Total Frings	1,522	1,522
			Total Personnel	21,812	21,812
C. Travel					0
Local Transportation/Mileage					
D. Contractual/Sub-contracts			12,985		12,985
Nutritionist/Dietician			in-kind		0
Data Specialist			1,250		1,250
Kitchen Support			6,605		6,605
Kitchen Support			4,050		4,050
Outreach Support			1,080		1,080
E. Food			11,000		11,000
Nutritional Food Purchases			11,000		11,000
Food Donations (In-Kind)					0
F. Supplies			1,658		1,658
Office Supplies					
Other Supplies			1,658		1,658
G. Other Operating Expenses			-		-
Rent/Lease (In-Kind)			0		0
Utilities/Maintenance/Janitorial (In-Kind)			0		0
					0
H. Indirect Expenses			-	2,000	2,000
Fiscal Oversight				2,000	2,000
Administrative Oversight (In-Kind)				0	0
I. Total Personnel & Operating Expenses			47,465	2,000	49,465
J. Total Budget			47,465	2,000	49,465

Note: No more than 10 percent (10%) of contracted funds can be expended for indirect cost (administrative cost)

12/08/14

BUDGET JUSTIFICATION

ALLEN TEMPLE HEALTH & SOCIAL SERVICES MINISTRY (ATHSSM)

BUDGET

For the Period Covered March 1, 2014 – February 28, 2015

Weekly Hot Lunch Meals Tuesday, Wednesday & Thursday

A. PERSONNEL

Outreach Coordinator-Alan Markert \$ 6,600.00

conduct program Outreach and coordinates daily intake

\$6,600.00 per year = \$550.00per month x 12mos

Program Coordinator – Denisha Delane

\$ 5,050.00

responsible for providing oversight of program activities, assist in program development and making appropriate referrals for services

\$7,200 per year = \$600.00per month x 12mos

Kitchen Lead - Jesse Land

\$ 8,640.00

responsible for preparation, meal planning, and scheduling of the cooked meals developed.

\$8640.00 per year = \$720.00 per month x 12mos

B. FRINGE BENEFITS @ 7.5%

\$ 1,522.00

This item includes Federal, State & FICA Taxes

TOTAL PERSONNEL

\$ 21,812.00

C. TRAVEL -

-0-

D. CONTRACTUAL/SUB-CONTRACTS

\$ 12,985.00

1. Data Specialist

\$ 1,250.00

The Data Specialist will be responsible for compiling, organizing and entering all data into the ARIES system.

2. Kitchen & Registration Support

\$ 10,605.00

\$550.00 per month x 12 months = \$ 6,605.00 per year

\$337.50 per month x 12 months = \$ 4,050.00 per year

Kitchen support is responsible for assisting in preparation, food purchase, and serving of meals.

[Handwritten signature]
11/12/14

Setting up dining room and cleaning of the kitchen after meals have been served.

3. Outreach Support \$ 1,080.00
\$ 90.00 per month x 12 months = \$ 1,080.00 per year

E. FOOD \$ 11,000.00

1. Nutritional Food Purchases \$11,000.00
2. Food Donations \$ in-kind

This cost is for the purchase of nutritional food that will provide daily hot meals Tues, wed. & Thurs.

F. OTHER SUPPLIES \$ 1,668.00

This cost is for the purchase of other supplies and paper goods for meals.

G. OTHER OPERATING EXPENSES \$ 0.00

1. Rent / Lease In-Kind
2. Utilities / Maintenance / Janitorial In-Kind

H. INDIRECT EXPENSES \$ 2,000.00

1. Fiscal Oversight \$2,000.00
Payment is to the Accounting Professional who will be responsible for the submission of payments for goods and services
2. Administrative Oversight In-Kind

I. Total Personnel & Operating Expenses \$49,465.00

J. TOTAL BUDGET \$49,465.00

II. TERMS AND CONDITIONS OF PAYMENT

Contractor shall use the following procedures in billing County for services rendered under this contract.

- a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
- b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
- c. Reimbursement for all services shall not exceed \$4,122.08 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.

Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.

In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$4,122.08 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.

Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$49,465.00 allocated by the County under this contract.

- a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost once per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/typographical errors to expedite processing.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an Insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):
8/4/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Debra Bell Insurance Services 4100 10 Redwood Rd PMB 319 Oakland, CA 94619	CONTACT NAME	
	PHONE (510) 568-9442	FAX (510) 380-5136
INSURED Allan Temple Health & Social Svcs Minist Rev. Eunice Shaw 8501 International Boulevard Oakland, CA 94621 510 544-3914 544 3939	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Non Profits Insurance Alliance	
	INSURER B: State Fund Compensation	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		12270	3-26-14	3-26-15	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ex: equipment)						\$ 100,000	
	MED EXP (Any one person)						\$ 10,000	
	PERSONAL & ADV INJURY						\$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 1,000,000			
OTHER				PRODUCTS - COMP/OP AGG	\$ 1,000,000			
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			12270	7-31-14	3-26-15	COMBINED SINGLE LIMIT (Ex: accident)	\$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Ex: accident)	\$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A	9108361-14	8-2-14	8-2-15	PER STATUTE	OT-ER
	E.L. EACH ACCIDENT						\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Alameda County Office of AIDs Administration 1000 Broadway St 310 Oakland, CA 94621 Attn: Lorenzo Hinojosa	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
County of Alameda, its Board of Supervisors, the individual members thereof, and all County Officers, Agents, Employees & Representatives 1000 Broadway, Ste. 500 Oakland, CA 94607	8501 International Blvd, Oakland Ca 94621
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ____ 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ____ 500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ____ 235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ____ 230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and ATHSSM, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: EUNICE SHAN/ALLEN TEMPLE HEALTH & SOCIAL SERVICES MINISTRIES

By (Signature): Eugene Thaw

Print Name: EUNICE SHAW

Title: EXECUTIVE DIRECTOR

COMMUNITY BASED ORGANIZATION **Master Contract Exhibit A and B Coversheet**

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 29750 Board PO #: PHSVC- 8485
 Business Unit #: PHSVC Master Contract #: 900464 Procurement Contract #: 9892 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$12,000	\$79,750
Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum							\$79,750

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **Resources for Community Development**

Contractor Address: 2220 Oxford Street BOS District:
 Berkeley, CA 94704

Remittance Address: Same as above Location Number: 001

Contractor Telephone #: (510) 841-4410 Federal Tax ID#: 94-2952466

Contractor Contact Person: Daniel Sawislak Telephone #: (510) 841-4410

Contract Service Category: Medical Case Management

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed \$6,645.83 without written approval by
 OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$22,583	\$67,750	\$79,750		
Exhibit #					
Amount of Encumbrance	\$22,583	\$45,167	\$12,000		
File Date			9/9/14		
File/Item #			18/29446E		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:

Federal/CFDA # : 93-914	State	County
\$79,750	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 1/26/15

By: 

Name: Muntu Davis, M.D., M.P.H.

Title: Director and Health Officer

CONTRACTOR: Date: 1/15/15

By: 

Name: Daniel Sawislak

Title: Executive Director

EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **Resources for Community Development**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900464**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category: **Medical Case Management**

**RYAN WHITE PROGRAM
PART A**

Amended Program Description for 2014 - 2015

Agency Name: Resources for Community Development
Mailing Address: 2220 Oxford Street, Berkeley, CA 94704
DEDICATED STAFF
Program Contact Person (primary): Janice King Phone Number (direct line): 510-841-4410 ext.: 332 E-Mail Address: jking@rcdev.org Fax Number: 510-548-3502 FTE: .10
Program Contact Person (alternate): Ron Pellum Phone Number (direct line): 510.867.0577 E-Mail Address: rpellum@rcdev.org Fax Number: 510-548-3502 FTE: 1.0
PROGRAM INFORMATION
Service Category: Medical Case Management
Alameda County Region(s) Served: <input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South <input type="checkbox"/> East <input type="checkbox"/> West
Agency / Program Web Site: www.rcdhousing.org
Amount of Ryan White Funds: \$79,750
Total Program Budget: \$79,750
PROGRAM SUMMARY
<p><i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i></p> <p>.....</p> <p>Resources for Community Development are a non-profit affordable housing developer who owns and operates permanent housing throughout Alameda County. RCD owns and operates 75 units set-aside for HIV+ households throughout our Alameda County portfolio. This contract will provide medical case management services specifically to residents who are living in RCD housing and have an HIV+ diagnosis. These sites include Marlon Riggs, the Harrison, Dwight Way, Bay Bridge, Clinton Commons, Park Alameda, Oxford Plaza, Fox Courts, Adeline Apartments, Eastmont Court, Stanley/International and Ambassador as needed. RCD will provide a 1.0 FTE Case Manager who will be dedicated solely to providing support services to residents at these sites.</p> <p>Scope of Services will include:</p> <ul style="list-style-type: none"> • Intakes on all new HOPWA residents moving into the RCD buildings. • Insure that each resident has access to on-going, comprehensive medical healthcare. • Provide referrals and linkages in cases where substance abuse treatment and/or mental health services may be required. • Insure all residents who are eligible have all Mainstream benefits that are applicable to their situation. • Offer crisis interventions as needed; housing retention services to insure that

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March 10 2015

residents retain their permanent housing opportunity and receive emotional support.

- *Provide an opportunity to develop individualized Service Plans that identify goals and objectives that both the Resident and Medical Case Manager deem important and worthwhile.*

Medical Case Management services will be provided Monday – Friday during regularly scheduled working hours. The Case Manager will meet residents either at a particular Site, Services Office or do home visits, when appropriate.

Outcomes will include:

- *Enhanced quality of life as self-reported by residents;*
- *High housing retention rate as a resident works with the Medical Case Manager to address problems before their housing is threatened.*
- *100% of all enrolled residents will have regular and consistent contact with a medical provider of their choice. The Medical Case Manager will verify and document that enrolled residents have a medical provider.*
- *100% of all enrolled residents will develop an individualized Service Plan;*

Director of Resident Services for RCD will provide oversight to the medical case manager and support, to insure that the above Scope of Services and Outcomes are being provided to identify residents.

Resources for Community Development will also insure that all invoicing and reporting is accurate and done in a timely fashion.

MAIN PROGRAM GOAL:		To improve health outcomes of HIV/AIDS diagnosed residents by providing stable housing for the Harrison Hotel, Marlon Riggs, Dwight Way, Bay Bridge Housing, Clinton Commons, Park Alameda, Oxford Plaza, Fox Courts, Adeline Apartments, Eastmont Court, Stanley/International and Ambassador, so that they can better access healthcare and supportive services.				
INDICATORS:		Increase compliance with healthcare objectives, increase access to supportive services and increase self-management skills.			UDC	20
					UOS	2,500
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	LEAD ROLE	DATA SOURCE
OO #1: By Feb. 28, 2015, 90% of housed clients will maintain their healthcare by visiting their primary care provider at least twice per year.		1	PO #1: The medical case manager will identify the primary care provider on the intake form for all residents who disclose this information.	4/1/14 to 2/28/15	Medical Case Manager	Service Plan, ARIES and progress notes
		2	PO #2: The Medical case manager will obtain proof of primary care visits in addition to lab reports (for eg. CD4, VL) at least twice a year for all residents who choose to disclose this information.	3/1/14 to 2/28/15	Medical Case Manager	Intake forms and letter from primary care physicians
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	LEAD ROLE	DATA SOURCE
OO#2: By Feb. 28, 2015, the Medical Case Manager will assist 100% clients in maintaining housing.		1	PO #1: The medical case manager will do a housing assessment on all new residents who move into RCD buildings and continue to monitor existing residents.	3/01/14 to 2/28/15	Medical Case Manager	Client files
		2	PO #2: The medical case manager will meet with residents on a bi-monthly basis to monitor resident's individual housing goals.	3/01/14 to 2/28/15	Medical Case Manager	Progress notes
		3	PO #3: The medical case manager will make sure all residents are enrolled or linked to all applicable mainstream benefits, i.e. general assistance, legal services, rental assistance, ongoing nutritional resources or medical providers.	3/01/14 to 2/28/15	Medical Case Manager	Progress Notes
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3		TIMELINE	LEAD ROLE	DATA SOURCE
OO #3: By Feb. 28, 2015, the medical case manager will include healthcare objectives on the service plans for 100% of enrolled clients in the areas		1	PO#1: The medical case manager will coordinate community meeting(s) and/or will schedule one-on-one sessions with clients to provide education in the areas of nutrition, risk reduction, counseling, medication adherence and partner counseling.	3/01/14 to 2/28/15	Medical Case Manager	Client record

12-17-14

of nutrition, risk reduction, medication adherence and partner education.	2	PO #3: The medical case manager will work with residents on their treatment plans to ensure that residents are on track with sustaining their healthcare objectives	3/01/14 to 2/28/15	Case Manager	Service plan
	3	PO #3: The medical case manager will record the data in ARIERS or other client database.	3/01/14 to 2/28/15	Case manager	Progress notes
OUTCOME OBJECTIVE #4	PROCESS OBJECTIVE #4		TIMELINE	LEAD ROLE	DATA SOURCE
OO #3: By Feb. 28, 2015 Clients with a case management plan consistent with established standards that include a medical treatment plan: 70%	1	PO#1: The medical case manager will work with residents on their treatment plans to ensure that residents are on track with sustaining their healthcare objectives	3/01/14 to 2/28/15	Medical Case Manager	Client record
	2	PO #2: The medical case manager will record the data in ARIERS or other client database	3/01/14 to 2/28/15	Medical Case Manager	Client record
OUTCOME OBJECTIVE #5	PROCESS OBJECTIVE #5		TIMELINE	LEAD ROLE	DATA SOURCE
OO #3: By Feb. 28, 2015, Clients will have documented oral health referral/documentation of visit 70%	1	PO#1: The medical case manager will work with residents to coordinate oral health care referrals and resources. MCM will also follow up with resident every six months to ensure that residents are receiving oral health care on a regular basis.	3/01/14 to 2/28/15	Medical Case Manager	Progress notes
OUTCOME OBJECTIVE #6	PROCESS OBJECTIVE #6		TIMELINE	LEAD ROLE	DATA SOURCE
OO #3: By Feb. 28, 2015 Clients will have documented assessments for mental health and/or substance abuse services 95%	1	PO#1: Upon move-in and during intake the medical case manager will assess resident's mental health and/or substance abuse needs. MCM will also communicate on a regular basis with property management to see if there are changes in resident's behavior that might alert the need for mental of substance abuse support.	3/01/14 to 2/28/15	Medical Case Manager	Client record



OFFICE OF AIDS ADMINISTRATION
Ryan White Program Requirements
FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year .
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of th current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to sub records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. Proof of HIV status
2. Proof of Residence (not immigration status)
3. Proof of Income
4. Proof of Insurance Status

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source.

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of **Administrative Personnel, Operating Expenses, and Indirect Cost** which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list; which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubsforms/forms/CtrlForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st – September 30 th	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

Care & Treatment Contractors

FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "last resort," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing **LabTracker** must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

Resumes for Community Development
Agency Name
Printed Name, Title Daniel Sawislak, Executive Director
Signature
4/21/14
Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

Resources for Community Development
AGENCY
EXECUTIVE DIRECTOR
4/21/14
DATE

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

RCD
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **Resources for Community Development**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900464**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

Resources for Community Development
BUDGET - Ryan White Contract
For the Period Covering March 01, 2014 - February 28, 2015

								Ryan White		
	Personnel	Rate	Annual expenses (3/1/14 - 2/28/15)	Allowable % billed to contract	Allowable \$ billed to contract	Actual billed to contract	Unfunded expense	Direct	Indirect	Total
A. Personnel (salaries)										
Medical Case Manager	Ron Pellum		47,924	100%	47,924	47,924	-	47,924	-	47,924
Director of Resident Services	Janice King		68,182	10%	6,818	6,818	-	-	6,818	6,818
Subtotal: Personnel					54,742	54,742	-	47,924	6,818	54,742
B. Fringe benefits										
Medical Case Manager	Ron Pellum	35.67%	17,094	100%	17,094	17,094	-	17,094	-	17,094
Director of Resident Services	Janice King	20.28%	13,827	10%	1,383	975	508	-	875	975
Subtotal: Fringe benefits					18,476	17,869	508	17,094	875	17,869
C. Travel										
Local Transportation/Mileage			2,250	100%	2,250	2,250	-	2,250	-	2,250
Air Fare/Per Diem			-	-	-	-	-	-	-	-
Subtotal: Travel					-	-	-	2,250	-	2,250
D. Furniture, fixtures & equipment										
Computer/fax printer			1,069	100%	1,069	1,069	-	-	-	-
Video Camera			-	-	-	-	-	-	-	-
Subtotal: Furniture, fixtures & equipment					-	-	-	-	-	-
E. Supplies										
Office Supplies			-	100%	-	-	-	-	-	-
Health Education Supplies			500	100%	500	500	-	500	-	500
Subtotal: Supplies					-	-	-	500	-	500
F. Other operating expenses										
Communications Telephone			720	100%	720	720	-	-	-	-
Training/Registration Fees			2,000	100%	2,000	2,000	-	-	-	-
Client enrichment services			500	100%	500	500	-	4,289	-	4,289
Subtotal: Other operating expenses					-	-	-	4,289	-	4,289
G. Total Personnel & Operating Expenses								72,057	7,693	79,750
								90.35%	9.65%	
								Award amt		79,750
								Balance to award		(0)

002

Handwritten:
 12-17-14
 12/16/14
 12/18/14
 12/15/2014

**BUDGET JUSTIFICATION: Amended Award – Resources for Community Development
For the Period Covered March 01, 2014 – February 28, 2015**

A. PERSONNEL **\$ 54,742**

Director of Resident Services (Janice King) **\$ 6,818**

\$68,172 year salary x 10% x 12 months

Provides oversight, monitoring of contract, overseeing the programmatic implementation including program planning, hiring, supervision of staff, placement, financial management, and reporting to ensure compliance with contract requirements.

Medical Case Manager (Ron Pellow) **\$ 47,924**

\$47,924 /year salary x 100% x 12 months

Provides case management services, which include, but are not limited to, networking and advocacy, collecting accurate data, assisting in program development. Make appropriate referrals for services and distribute health education materials.

B. Fringe Benefits **\$ 17,969**

The fringe benefit rate for these employees averages 29.15% over the year. The rate per employee varies depending on the gross salary of the employee and benefits taken. Benefit rates applicable to all employees include FICA, unemployment insurance, workers' compensation, life/long term disability insurance, and employer 403b contribution. Health and dental insurance expense is incurred only for enrolled employees.

C. Travel

Mileage/Parking Case Manager moving from site **\$2,250**

D. Supplies

Standard office and health education supplies require to conduct the business: posters, video's, sending residents to trainings **\$500**

E. Other Operating Expenses

Training/Registration Fees program specific training not training **\$ e**

Client enrichment services- Onsite programs for resident-, financial literacy educators, Healing through Art, GED, Computer training, job readiness **\$4289**

F. Total Personnel & Operating Expenses **\$ 79750**

II. TERMS AND CONDITIONS OF PAYMENT

1. Contractor shall use the following procedures in billing County for services rendered under this contract.
 - a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
 - b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
 - c. Reimbursement for all services shall not exceed \$6,645.83 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.
2. Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.
3. Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.
4. In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$6,645.83 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.
5. Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$79,750.00 allocated by the County under this contract.
6. a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost once per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

7. Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) 	

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Propel Insurance Seattle Commercial Insurance 925 4th Ave, Suite 3200 Seattle, WA 98104	CONTACT NAME: Genevieve Vittoz	
	PHONE (A/C, No, Ext): 800 499-0933	FAX (A/C, No): 866.577.1326
INSURED Resources for Community Development 2220 Oxford Street Berkeley, CA 94704	E-MAIL ADDRESS: gv@propelinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Ins Comp	NAIC #
	INSURER B: Granite State Insurance	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI Ded: GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		PHPK1108887	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1108887	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$1000		PHUB442975	01/01/2014	01/01/2015	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC005446306 WC065259780	01/01/2014 01/01/2014	01/01/2015 01/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Bay Bridge Corporation - Bay Bridge Apts - 1034 36th St., Emeryville, CA 94608

CERTIFICATE HOLDER

Office of AIDS Administration
ATTN: Al Lugtu
1000 Broadway, Suite 310
Oakland, CA 94607-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Peter M. Tran

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EXHIBIT D AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ____, 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ____, 500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ____, 235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ____, 230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and ~~Resource for Community Development~~ Contractor or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name:

Daniel Sawistak

By (Signature):

[Signature]

Print Name:

Resources for Community Development

Title:

Executive Director

COMMUNITY BASED ORGANIZATION

Master Contract Exhibit A and B Coversheet

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 30389 Board PO #: PHSVC- 8487
 Business Unit #: PHSVC Master Contract #: 900234 Procurement Contract #: 9879 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$39,500	\$341,000
Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum							\$341,000

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: AIDS Project of the East Bay

Contractor Address: 1320 Webster Street BOS District:
 Oakland, CA 94612

Remittance Address: Same as above Location Number: 001

Contractor Telephone #: (510) 663-7950 Federal Tax ID#: 94-3061583

Contractor Contact Person: Alvan Quamina Telephone #: (510) 663-7950

Contract Service Category: \$103,000 Ambulatory/Outpatient Medical Care (\$ 29,000/\$ 74,000)
 \$183,000 Medical Case Management (\$ 54,500/\$ 128,500)
 \$ 10,000 Emergency Financial Asst.-Food Vouchers (3/1/14 - 5/31/14)
 \$ 3,000 Emergency Financial Asst.-Utilities (3/1/14 - 5/31/14)
 \$ 8,000 Housing - Emergency Assistance (3/1/14 - 5/31/14)
 \$ 34,000 Psychosocial Support Services (\$ 10,000/\$ 24,000)
 \$ 341,000

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed \$28,416.67 without written approval by
 OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$114,500	\$301,500	\$341,000		
Exhibit #					
Amount of Encumbrance	\$114,500	\$187,000	\$39,500		
File Date			9/9/14		
File/Item #			18/29416E		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:	Federal/CFDA #: 93-914	State	County
	\$341,000	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
 The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT: Date: 1/26/15
 By: [Signature]
 Name: Muntu Davis, M.D., M.P.H.
 Title: Director and Health Officer

CONTRACTOR: Date: Dec 2, 2014
 By: [Signature]
 Name: Alvan Quamina
 Title: Executive Director

EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **AIDS Project of the East Bay**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900234**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category:
- | | |
|------------|--|
| \$103,000 | Ambulatory/Outpatient Medical Care (\$ 29,000/\$ 74,000) |
| \$183,000 | Medical Case Management (\$ 54,500/\$ 128,500) |
| \$ 10,000 | Emergency Financial Asst.-Food Vouchers (3/1/14 - 5/31/14) |
| \$ 3,000 | Emergency Financial Asst.-Utilities (3/1/14 - 5/31/14) |
| \$ 8,000 | Housing - Emergency Assistance (3/1/14 - 5/31/14) |
| \$ 34,000 | Psychosocial Support Services (\$ 10,000/\$ 24,000) |
| <hr/> | |
| \$ 341,000 | |



ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

Office of AIDS Administration • 1000 Broadway, Suite 310 • Oakland, CA 94607

AIDS Project of the East Bay
Ambulatory Care
FY 03/01/2014 – 02/28/2015
Ryan White Care Funds Part A
Amended funds

AGENCY INFORMATION					
Agency Name:	AIDS Project East Bay (APEB)				
Mailing Address:	1320 Webster Street	City:	Oakland	Zip:	94612
Main Phone Number:	510.663.7979	Main Fax Number:	510.66.7980		
Agency / Program Web Site:	www.apeb.org				
DEDICATED PROGRAM STAFF					
Primary Contact:	Jillian Young	Alternate Contact:	Anh Nguyen		
Phone Number (direct):	510.663.7951	Phone Number (direct):	510.663.7964		
Fax Number:	510.663.7980	Fax Number:	510.663.7980		
Email Address:	jyoung@apeb.org	Email Address:	anguyen@apeb.org		
FTE:	1.0	FTE:	1.0		
PROGRAM INFORMATION					
Service Category:	Ambulatory Care				
Alameda County Region(s) Served:	<input checked="" type="checkbox"/> North	<input checked="" type="checkbox"/> South	<input checked="" type="checkbox"/> East	<input checked="" type="checkbox"/> West	
Amount of Ryan White Funds:	103,000	Total Program Budget:	\$103,000		
CONTRACT AMENDMENT: To be completed only if contracted deliverables have been renegotiated					
Amendment	1	2	3	4	Amended RW Funds
					Revised Budget
PROGRAM SUMMARY: Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.					

Hours of Operation

Monday, Tuesday & Thursday 10:00 a.m. to 5:30 p.m.

GOAL

APEB's Ambulatory Care Program will be to provide high quality and culturally appropriate medical care and supportive clinical services to HIV + clients living within Alameda County. 100 unduplicated clients will be provided Primary Care services for a total of 1000 Units of Service (UOS). Client services will be provided and coordinated under the supervision of APEB's nurses, and social services staff. Staff will convene at least 7 case-conferences during contracted year to discuss overall and individualized client care. APEB Ambulatory Care Program targets HIV positive people of color, men who have sex with men (MSM), in particular African Americans and Latinos, women and men, substance users, the mentally ill, the homeless, geographically isolated, and the recently released. All those served are living below or at 300% of the Federal Poverty Level (FPL) and are either uninsured or under-insured.

002

CONTRACTOR:		AIDS Project East Bay		SERVICE CATEGORY:		Ambulatory Care				
MAIN PROGRAM GOAL:		To provide quality, comprehensive primary and specialty HIV care to eligible clients								
INDICATORS:		1) 95% of clients will have had a medical visit with an HIV specialist once every six months, 2) 90% of clients will be connected to supportive services, and 3) 85% of clients will be screened for Hepatitis C and other STD's					UDC	100	UOS	1,000
OUTCOME OBJECTIVES		PROCESS OBJECTIVES			TIMELINE	STAFF	EVALUATION			
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>			<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>	<i>How will objectives attainment be tracked?</i>			
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1								
Clients will have a medical visit with an HIV specialist every 6 months: Benchmark 95%	1	Clinic staff will assist clients with identifying and addressing barriers which prevent them from assessing primary care.			03/01/14 – 2/28/15	Nurse, Clinic Staff, Patient Care Coordinator	Electronic Health Record (EHR), Appointment Schedule			
	2	Clients will have 1 scheduled appointment with a primary care provider every six months.			03/01/14 – 2/28/15	Nurse, Clinic Staff, Patient Care Coordinator	Electronic Health Record (EHR), Appointment Schedule			
	3	APEB's Case Managers will verify that clients are maintaining their connection to primary care by collecting/documenting CD4 and Viral Loads every 6 months.			Every 6 months	Nurse, Clinic Staff, Patient Care Coordinator	Electronic Health Record (EHR), Appointment Schedule, Progress Notes			
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2								
Clients will have an improved or stable viral load test results: Benchmark 80%	1	Clinic staff will care monitor clients lab results and provide follow-up appointments.			03/01/14 – 2/28/15	Clinic Staff	Client Survey administered to each client upon visit			
	2	Based upon the lab results, Clinic staff will assist clients with education around medication management.			03/01/14 – 2/28/15	Clinic Staff	Progress Notes			
	3	Clients will be assisted with assessing their own medication adherence and referred to needed support networks.			03/01/14 – 2/28/15	Clinic Staff	Medical record, chart review using sample audit or EHR if applicable			
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3								
Clients with an AIDS diagnosis will be prescribed ARV/HAART Benchmark 90%	1	Clinic staff will assist acquiring the needed medications.			03/01/14 – 2/28/15	Medical Provider & Clinic Staff	Progress notes, Labs			
	2	Clinic staff will educate on how to consistently take medications as prescribed.			03/01/14 – 2/28/15	Nurses and Clinic Staff	Progress Notes			
	3	90% of clients seen through APEB's Wellness Center will receive follow-up appointments to monitor their medication results.			03/01/14 – 2/28/15	Medical Provider & Clinic Staff	Progress Notes, EHR			



ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

Office of AIDS Administration • 1000 Broadway, Suite 310 • Oakland, CA 94607

AIDS Project of the East Bay
Medical Case Management
FY 03/01/2014 – 02/28/2015
Ryan White Care Funds Part A

AGENCY INFORMATION

Agency Name:	AIDS Project East Bay (APEB)				
Mailing Address:	1320 Webster	City:	Oakland	Zip:	94612
Main Phone Number:	510.663.7979	Main Fax Number:	510.66.7980		
Agency / Program Web Site:	www.apeb.org				

DEDICATED PROGRAM STAFF

Primary Contact:	Keisha Willard	Alternate Contact:	Jillian Young
Phone Number (direct):	510.663.7954	Phone Number (direct):	510.663.7951
Fax Number:	510.663.7980	Fax Number:	510.663.7980
Email Address:	kwillard@apeb.org	Email Address:	jyoung@apeb.org
FTE:	1.0	FTE:	1.0

PROGRAM INFORMATION

Service Category:		Medical Case Management								
Alameda County Region(s) Served :		<input checked="" type="checkbox"/> North		<input checked="" type="checkbox"/> South		<input checked="" type="checkbox"/> East		<input checked="" type="checkbox"/> West		
Amount of Ryan White Funds:		\$183,000		Total Program Budget:		\$183,000				
CONTRACT AMENDMENT: To be completed only if contracted deliverables have been renegotiated										
Amendment	1	2	3	4	Amended RW Funds		\$19,500		Revised Budget	

PROGRAM SUMMARY: Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.

Hours of Operation

Monday – Friday 9:30 a.m. – 12:30 p.m. & 1:30 p.m. - 4:30 p.m.

GOAL

APEB's Medical Case-Management Program serves County residents living with HIV/AIDS. Clients are provided with case-management assistance to identify and address and to gain increased access to vital HIV/AIDS healthcare related services as part of their care. Initial and ongoing assessments of client's needs are identified through an individual Care Plan, from which the client is linked to the appropriate resources. The main program goal is to keep clients connected to care and to link those clients without care to a primary care provider. In addition APEB's case-managers will emphasize with each client the importance of treatment/ medication adherence. The Medical Case-Manager will work closely with each client to help ensure their connection to care.

APEB will serve 370 Unduplicated Clients, and perform a total of 3, 900 Units of Service.

004

CONTRACTOR:		AIDS Project East Bay		SERVICE CATEGORY:		Medical Case Management				
MAIN PROGRAM GOAL:		To help establish clients in obtaining and maintaining their connection to primary care, by addressing their barriers.								
INDICATORS:		1) Percentage of clients maintaining Primary Care, 2) percentage of referrals to dental services, and 3) Percentage of clients who receive mental health screening and referrals.					UDC	370	UOS	3,900
OUTCOME OBJECTIVES		PROCESS OBJECTIVES			TIMELINE	STAFF	EVALUATION			
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>			<i>Objectives to be completed by?</i>	<i>Who or will provide services?</i>	<i>How will objectives attainment be tracked?</i>			
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1								
Clients will have a medical visit with an HIV specialist every 6 months: Benchmark 95%	1	APEB's Case Managers will assess the clients' level of needs, including whether or not they have a primary care provider and document results on the intake form.			03/01/14 – 2/28/15	Case Managers	Intake form, Progress Notes			
	2	APEB's Case Managers will develop a care plan with clients, centered on their primary care needs in Alameda County.			03/01/14 – 2/28/15	Case Managers	Progress Notes, Multi-disciplinary Team, Meeting Notes			
	3	APEB's Case Managers will verify that clients are maintaining their connection to primary care by collecting/documenting CD4 and Viral Loads every 6 months.			Every 6 months	Case Managers	Care Plan, Medical Documentation, Labs			
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2								
Clients will have documented oral health referral/documentation of visit: Benchmark 70%	1	APEB's Case Managers will assess each client's use of dental services			03/01/14 – 2/28/15	Case Managers	Care Plan/Intake, Assessment Form			
	2	APEB's Case Managers will provide each client with information and referrals to appropriate dental care.			03/01/14 – 2/28/15	Case Managers	Care Plan, Progress Notes			
	3	APEB's Case Managers will follow-up with each client in 6 months and document that the client received dental services.			03/01/14 – 2/28/15	Case Managers	Progress Notes, Referral/Follow-ups, Care Plans			
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3								
Clients with a case management plan consistent with established standards that include a medical treatment plan: Benchmark 70%	1	APEB's Case-Manager will conduct an assessment with the client to develop ascertain the client's current mental health status			03/01/14 – 2/28/15	Case Managers	Progress notes, Mental health Assessment, Intake Process			
	2	APEB's Case Manager will meet with client and make referrals to appropriate services, and develop a care plan which sets action steps for maintaining medical treatment.			03/01/14 – 2/28/15	Case Managers	Care plan, Progress Notes, Referral Log			
	3	APEB's Case Managers will follow-up with each client in 6 months and document that the client has utilized some kind of substance use counseling and/or outpatient treatment services			Every 6 months	Case Managers	Care plan, Progress Notes			

OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3			
Clients will have documented assessment for Mental Health and/or Substance Abuse Services: Benchmark 95%. Please add this to the Scope of Work. Benchmark 95%	1	APEB's Case-Manager will conduct an assessment with the client to develop ascertain the client's current mental health status	03/01/14 – 2/28/15	Case Managers	Progress notes, Mental health Assessment, Intake Process
	2	APEB's Case Manager will meet with client and make referrals to appropriate services, and develop a care plan which supports all clients obtaining mental health support or medications as appropriate..	03/01/14 – 2/28/15	Case Managers	Care plan, Progress Notes, Referral Log
	3	APEB's Case Mangers will follow-up with each client in 6 months and document whether or not the client has utilized some kind of substance use counseling and/or outpatient treatment services	Every 6 months	Case Managers	Care plan, Progress Notes



ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

Office of AIDS Administration • 1000 Broadway, Suite 310 • Oakland, CA 94607

AIDS Project of the East Bay
Emergency Financial Assistance – Food Vouchers
FY 03/01/2014 – 05/31/2014
(3 month contract)
Ryan White Care Funds Part A

AGENCY INFORMATION

Agency Name:	AIDS Project East Bay (APEB)				
Mailing Address:	1320 Webster Street	City:	Oakland	Zip:	94612
Main Phone Number:	510.663.7979	Main Fax Number:	510.66.7980		
Agency / Program Web Site:	www.apeb.org				

DEDICATED PROGRAM STAFF

Primary Contact :	Damon Powell	Alternate Contact:	Pat Williams
Phone Number (direct):	510.663.7954	Phone Number (direct):	510.663.7950
Fax Number:	510.663.7980	Fax Number:	510.663.7980
Email Address:	dpowell@apeb.org	Email Address	pwilliams@apeb.org
FTE:	1.0	FTE:	1.0

PROGRAM INFORMATION

Service Category:	Emergency Financial Assistance – Food Vouchers			
Alameda County Region(s) Served :	<input checked="" type="checkbox"/> North	<input checked="" type="checkbox"/> South	<input checked="" type="checkbox"/> East	<input checked="" type="checkbox"/> West
Amount of Ryan White Funds:	\$10,000	Total Program Budget:	\$10,000	

CONTRACT AMENDMENT: To be completed only if contracted deliverables have been renegotiated

Amendment	1	2	3	4	Amended RW Funds	Revised Budget
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PROGRAM SUMMARY: Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.*

Hours of Operation

Monday, Tuesday, Thursday & Friday 9:30a.m. – 4:30p.m.

GOAL

The goal of the EFA Food Voucher program is to prevent interruptions in clients' lives, which could negatively affect their ongoing healthcare. Clients who request EFA are required to participate in APEB's medical case-management services and must work with their individual case-manager to develop an individualized plan and budget that will lead the client towards long-term financial solutions and greater "Self Management" so that the need for food assistance will be minimized. Clients seeking emergency food assistance are provided a list of community food resources that can help meet the client's ongoing nutritional needs. Eligible client may be assisted with food bags from APEB's food pantry or through food vouchers which can be used at participating retailers. A total of 18 unduplicated clients will be provided EFA, and 700 Units of Service will be provided.

All services provided with EFA funds are dependent upon the availability of funds, the client's documented eligibility for Ryan White services and the client's current and active connection to primary care.

007

CONTRACTOR:		AIDS Project of the East Bay (APEB)	SERVICE CATEGORY:		Emergency Financial Assistance (EFA) FOOD				
MAIN PROGRAM GOAL:		To provide nutritional support services through EFA for HIV+ clients.							
INDICATORS:		1) Percentage of clients linked to additional food resources, 2) percentage of clients maintaining Primary Care, and 3) Percentage of clients who report access to healthy food sources				UDC	18	UOS	700
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF	EVALUATION			
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>	<i>How will objectives obtainment be tracked?</i>			
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF	EVALUATION			
a. Clients will be provided with other community food/financial resources: Benchmark 85%		1	APEB Case-Managers will conduct an assessment with their clients of their food needs and create develop individual budgets to support their grocery needs.	03/01/14 - 5/31/14	Case Managers	Progress Notes Care Plan Budget plan			
		2	APEB Case- Manager will track and refer clients to additional food resources within the county.	03/01/14 - 5/31/14	Case Managers	Progress Notes Referral Logs			
		3	APEB case-managers will ensure that each client will be supported in accessing additional food resources through help with applications, and referrals.	03/01/14 - 5/31/14	Case Managers	Progress Notes Referral Logs			
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF	EVALUATION			
b. Clients will have a medical visit with an HIV specialist every 6 months: Benchmark 90%		1	APEB case-managers will conduct assessments and develop care plans, minimize barriers to and promote the utilization of primary health care services in Alameda County.	03/01/14 - 5/31/14	Case Managers	Progress Notes Care Plan, Client Intakes			
		2	APEB Case-managers will ensure that clients are educated on the importance of primary care and how to become more pro-active in their care (strengthen the patient / care provider relationship).	03/01/14 - 5/31/14	Case Managers	Progress Notes Care Plan, Client re-Certification			
		3	APEB case management staff will document client progress and report outcomes on care plan and progress notes.	03/01/14 - 5/31/14	Case Managers	Progress Notes Care Plan Medical documentation			
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3		TIMELINE	STAFF	EVALUATION			



ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

Office of AIDS Administration • 1000 Broadway, Suite 310 • Oakland, CA 94607

AIDS Project of the East Bay
Emergency Financial Assistance - Utilities

FY 03/01/2014 - 05/31/2014

(3 months of funding only)

Ryan White Care Funds Part A

AGENCY INFORMATION					
Agency Name:	AIDS Project East Bay (APEB)				
Mailing Address:	1320 Webster	City:	Oakland	Zip:	94612
Main Phone Number:	510.663.7979	Main Fax Number:	510.66.7980		
Agency / Program Web Site:	www.apeb.org				
DEDICATED PROGRAM STAFF					
Primary Contact:	Damon Powell	Alternate Contact:	Pat Williams		
Phone Number (direct):	510.663.7954	Phone Number (direct):	510.663.7950		
Fax Number:	510.663.7980	Fax Number:	510.663.7980		
Email Address:	dpowell@apeb.org	Email Address:	pwilliams@apeb.org		
FTE:	1.0	FTE:	1.0		
PROGRAM INFORMATION					
Service Category:	Emergency Financial Assistance - Utilities				
Alameda County Region(s) Served:	<input checked="" type="checkbox"/> North <input checked="" type="checkbox"/> South <input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West				
Amount of Ryan White Funds:	\$3,000	Total Program Budget:	\$3,000		
CONTRACT AMENDMENT: To be completed only if contracted deliverables have been renegotiated					
Amendment	1	2	3	4	Amended RW Funds
					Revised Budget
PROGRAM SUMMARY: Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.					

009

4.15.14

Att 4.15.14

Hours of Operation
Monday – Friday 9:30 a.m. – 4:30 p.m.

GOAL

Utility Assistance under this EFA program is available to clients who are at risk of having their utilities disconnected (i.e. gas, garbage, water, phone, electricity, and similar bills). Case Manager will document that clients are accessing any applicable utility company low-income assistance program before using Ryan White Funds. Any Client who requests EFA is required to participate in APEB's medical case-management services and work with their individual case-manager to develop an individualized plan and budget that will lead the client towards long-term financial solutions and greater "Self Management"

CONTRACTOR:		AIDS Project of the East Bay		SERVICE CATEGORY:		Emergency Financial Assistance (EFA) Utilities			
MAIN PROGRAM GOAL:		To prevent the interruption of Utility Services (gas, electricity, phone, water etc.) through EFA for HIV+ clients.							
INDICATORS:		1) Percentage of clients to access reduced utility services, 2) percentage of clients maintaining Primary Care, and 3) Percentage of clients who report a reduced need for RW EFA services.				UDC	12	UOS	27
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF	EVALUATION			
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>	<i>How will objectives attainment be tracked?</i>			
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF	EVALUATION			
Clients will be provided with other community food/financial resources: Benchmark 85%		1	APEB case-managers will conduct an assessment with their clients of their utility needs and create/develop individual service plans.	3/01/14 - 5/31/14	Case Managers	Progress Notes Care Plan Budget plan			
		2	APEB case-managers will work with each client to acquire the appropriate applications and forms needed to apply for utility assistance.	3/01/14 - 5/31/14	Case Managers	Progress Notes, Referral logs			
		3	APEB case-managers will work with each client to complete the application, turn in all paperwork and follow-up on requests for utility assistance.	3/01/14 - 5/31/14	Case Managers	Progress Notes, Care Plan,			
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF	EVALUATION			
a. Clients will have a medical visit with an HIV specialist every 6 months: Benchmark 90		1	APEB case-managers will conduct assessments and develop care plans, minimize barriers to and promote the utilization of primary health care services in Alameda County.	3/01/14 - 5/28/14	Case Managers	Progress Notes Care Plan			
		2	APEB Case-managers will ensure that clients are educated on the importance of primary care and how to become more pro-active in their care (strengthen the patient / care provider relationship).	3/01/14 - 5/31/14	Case Managers	Progress Notes Care Plan			
		3	APEB case management staff will document client progress and report outcomes on care plan and progress notes.	3/01/14 - 5/31/14	Case Managers	Progress Notes Care Plan Medical documentation			
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3		TIMELINE	STAFF	EVALUATION			



ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

Office of AIDS Administration • 1000 Broadway, Suite 310 • Oakland, CA 94607

AIDS Project of the East Bay
Emergency Housing Assistance

~~FY~~ 03/01/2014 – 05/31/2014

(3 month contract)

Ryan White Care Funds Part A

AGENCY INFORMATION

Agency Name:	AIDS Project East Bay (APEB)		
Mailing Address:	1320 Webster	City:	Oakland
Main Phone Number:	510.663.7979	Main Fax Number:	510.66.7973
Agency / Program Web Site:	www.apeb.org		

DEDICATED PROGRAM STAFF

Primary Contact:	Damon Powell	Alternate Contact:	Pat Williams
Phone Number (direct):	510.663.7954	Phone Number (direct):	510.663.7950
Fax Number:	510.663.7980	Fax Number:	510.663.7980
Email Address:	dpowell@apeb.org	Email Address:	pwilliams@apeb.org
FTE:	1.0	FTE:	1.0

PROGRAM INFORMATION

Service Category:	Emergency Housing Assistance (EHA)		
Alameda County Region(s) Served:	<input checked="" type="checkbox"/> North	<input checked="" type="checkbox"/> South	<input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West
Amount of Ryan White Funds:	\$8,000	Total Program Budget:	\$8,000
CONTRACT AMENDMENT: To be completed only if contracted deliverables have been renegotiated			
Amendment	1	2	3
Amended RW Funds			
Revised Budget			

PROGRAM SUMMARY:: Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.

Hours of Operation

Monday – Friday 9:30 am. – 4:30 pm

GOAL

The intention of the EHA program is to assess a client's level of need for housing assistance, and their level of housing readiness, identify barriers to stable housing, and facilitate the stabilization of emergency and chronic needs. Clients who request EHA are required to participate in APEB's medical case-management in order to help prevent interruptions in clients' permanent housing, which could negatively affect their ongoing healthcare.

All services provided with EHA funds are dependent upon the availability of funds; the client's documented eligibility for Ryan White services and the client's current and active connection to primary care.

012

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4-22-14

CONTRACTOR:		AIDS Project of the East Bay	SERVICE CATEGORY:	Emergency Housing Assistance (EHA)				
MAIN PROGRAM GOAL:		To provide Emergency Housing Support for HIV+ clients.						
INDICATORS:	1) Percentage of clients will maintain their housing, 2) percentage of clients maintaining Primary Care, and 3) Percentage of clients will report a an increased understanding of Housing and relation to their overall health				UDC	11	UOS	22
OUTCOME OBJECTIVES		PROCESS OBJECTIVES		TIMELINE	STAFF		EVALUATION	
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>		<i>How will objectives obtainment be tracked?</i>	
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1		TIMELINE	STAFF		EVALUATION	
Clients will be linked to stable/affordable housing: Benchmark 90%		1	APEB EHA Coordinator & Case Manager will assess client's housing needs and establish client's eligibility for Ryan White EHA.	3/01/14 - 5/31/14	EHA Coordinator, Case Manager		Care Plan Progress Notes, client budget	
		2	Case Manager will work with client to develop an individualized care plan/budget to decrease non-essential spending	3/01/14 - 5/31/14	Case Manager		Care Plan Progress Note, client budget	
		3	Case-Manager will refer clients to appropriate housing opportunities, and support clients in their efforts of obtain affordable housing in the area.	3/01/14 - 5/31/14	Case Manager		Care Plan, Progress Notes, Housing Statement	
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2		TIMELINE	STAFF		EVALUATION	
Clients will have a medical visit with an HIV specialist every 6 months: Benchmark 95%		1	APEB case-managers will conduct assessments and develop care plans, minimize barriers to and promote the utilization of primary health care services in Alameda County.	3/01/14 - 5/31/14	Case Managers		Progress Notes Care Plan	
		2	APEB Case-managers will ensure that clients are educated on the importance of primary care and how to become more pro-active in their care (strengthen the patient / care provider relationship).	3/01/14 - 5/31/14	Case Managers		Progress Notes Care Plan	
		3	APEB case management staff will document client progress and report outcomes on care plan and progress notes.	3/01/14 - 5/31/14	Case Managers		Progress Notes Care Plan Medical documentation	
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3		TIMELINE	STAFF		EVALUATION	



ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT

Office of AIDS Administration • 1000 Broadway, Suite 310 • Oakland, CA 94607

AIDS Project of the East Bay
Psychosocial Support Services
FY 03/01/2014 – 02/28/2015
Ryan White Care Funds Part A

AGENCY INFORMATION

Agency Name:	AIDS Project East Bay (APEB)		
Mailing Address:	1320 Webster	City:	Oakland
Main Phone Number:	510.663.7979	Main Fax Number:	510.663.7980
Agency Web Site:	www.apeb.org		

DEDICATED PROGRAM STAFF

Primary Contact:	Keisha Willard	Alternate Contact:	Jillian Young
Phone Number (direct):	510.663.7954	Phone Number (direct):	510.663.7951
Fax Number:	510.663.7980	Fax Number:	510.663.7980
Email Address:	kwillard@apeb.org	Email Address:	jyoung@apeb.org
FTE:	1.0	FTE:	1.0

PROGRAM INFORMATION

Service Category:	Psychosocial Support Services		
Alameda County Region(s) Served:	<input checked="" type="checkbox"/> North	<input checked="" type="checkbox"/> South	<input checked="" type="checkbox"/> East <input checked="" type="checkbox"/> West
Amount of Ryan White Funds:	\$34,000	Total Program Budget:	\$34,000
CONTRACT AMENDMENT: To be completed only if contracted deliverables have been renegotiated			
Amendment	1	2	3
Amended RW Funds	\$4000	Revised Budget	
PROGRAM SUMMARY: Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.			

Hours of Operation

Monday – Friday 9:30 a.m. -4:30 p.m.

APEB will provide peer led support services, which will target HIV positive individuals residing in Alameda County. APEB will serve thirty (30) African American HIV positive individuals. APEB's Peer-based support, information, and educational sessions will be held once each week, with each session lasting approximately 1.5 hours.

APEB goals are to:

1. Provide a sense of belonging, and build relationships.
2. Facilitate and enable expression and sharing of feelings.

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CONTRACTOR:		AIDS Project East Bay (APEB)		SERVICE CATEGORY:		Psychosocial Support Services				
MAIN PROGRAM GOAL:		To provide comprehensive support, education and linkages to care and treatment services to HIV positive African American Latino MSM.								
INDICATORS:		1) Percentage of clients will receive HIV related education and information, 2) percentage of clients maintaining Primary Care, and 3) Percentage of clients will self report an improvement in HIV related education					UDC	30	UOS	850
OUTCOME OBJECTIVES		PROCESS OBJECTIVES			TIMELINE	STAFF	EVALUATION			
<i>(Minimum of 3 listed in order of importance)</i>		<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>			<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>	<i>How will objectives attainment be tracked?</i>			
OUTCOME OBJECTIVE #1		PROCESS OBJECTIVE #1			TIMELINE	STAFF	EVALUATION			
Clients will report increased knowledge in healthy behaviors and reduction in high risk behaviors: Benchmark 85%		1	Psychosocial support team will conduct client interviews and identify areas of needed education and barriers which decrease client participation in high risk behaviors. ..		3/1/14 - 2/28/15	Psychosocial support Team Peer support	Self-report and Evaluation form			
		2	Psychosocial support team will develop a plan and secure needed educational and informational resources to help increase client knowledge regarding safe behaviors.		3/1/14 - 2/28/15	Psychosocial support team Peer support	Client satisfaction Survey, advertising information for each session			
		3	Psychosocial support team will provide ongoing education and counseling about harm reduction in a psycho-educational group context.		3/1/14 - 2/28/15	Psychosocial support team Peer support	Final analysis of Evaluation forms Self-report			
OUTCOME OBJECTIVE #2		PROCESS OBJECTIVE #2			TIMELINE	STAFF	EVALUATION			
Clients will have a medical visit with an HIV specialist every 6 months: Benchmark 90%		1	Psychosocial support team will conduct intake/assessments and will assess primary care compliance at least once every six months.		3/1/14 - 2/28/15	Psychosocial support team Peer support	Self-report Evaluation forms			
		2	Psychosocial support team will work to ensure that clients are educated on the importance of primary care.		3/1/14 - 2/28/15	Psychosocial support team Peer support	Evaluation forms Self-report			
		3	Psychosocial support teams will work to ensure clients are referred to Primary care providers as needed		3/1/14 - 2/28/15	Psychosocial support team Peer support	Evaluation forms Referral logs			
OUTCOME OBJECTIVE #3		PROCESS OBJECTIVE #3			TIMELINE	STAFF	EVALUATION			
Clients will be provided with resources to enhance overall health care as documented in client file: Benchmark 90%		1	Clients of the Psychosocial support group will be assessed for overall knowledge regarding HIV and related concerns		3/1/14 - 2/28/15	Psychosocial support team Peer support	Evaluation forms Support group logs, Self reports			
		2	Clients of the Psychosocial support group will receive education/information regarding HIV and related concerns.		3/1/14 - 2/28/15	Psychosocial support team Peer support	Client handouts, Support group logs			
		3	Psychosocial support team will collect resource materials for presentation to clients about local resources for health, wellness, and other life enhancing opportunities.		3/1/14 - 2/28/15	Psychosocial support team Peer support	Support group logs Evaluation forms s			



OFFICE OF AIDS ADMINISTRATION
Ryan White Program Requirements
FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year.
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of the current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received.

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. Proof of HIV status
2. Proof of Residence (not immigration status)
3. Proof of Income
4. Proof of Insurance Status

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of **Administrative Personnel, Operating Expenses, and Indirect Cost** which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list; which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubsforms/forms/CirIdForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st – September 30 th	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

Care & Treatment Contractors

FY 2014 - 2015

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "last resort," with all other funding sources exhausted before using any Ryan White funds.

TABLE 1
Required Eligibility Documentation

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing **LabTracker** must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

Aids Project of the EAST BAY

Agency Name

Ronald Person, Acting Director

Printed Name, Title

RONALD PERSON, Acting Director

Signature

May 1, 2014

Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

Hick Project of the East Bay
AGENCY

Ronell Peiron, Acting Director
EXECUTIVE DIRECTOR

May 1, 2014
DATE

CERTIFICATION LICENSE: Not Applicable.
TARGET POPULATION: All residents of Alameda County impacted by HIV.
SERVICE AREA: Alameda County.
SERVICE CRITERIA: HIV infected individuals.

APEB
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **AIDS Project of the East Bay**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900234**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Composite Budget - Summary (on file - see Exhibit A, 7. Reporting Requirements)
- B. Composite Budget - Detail (on file - see Exhibit A, 7. Reporting Requirements)
- C. Program Budget Summary (Applicable only to contracts with multiple programs)
- D. Categorical Budget and Narrative Justification (Not applicable to HIV Testing fee-for-service)
- E. Unit Cost Summary (Applicable to Unit Cost Providers Only)
- F. Fee Schedule (Applicable to Fee-for-Service Providers Only)

II. TERMS AND CONDITIONS OF PAYMENT

	Name	Annual Salary	FTE	Direct Costs	Indirect Costs	Total Program
Personnel						
Clinician: Rebecca Hu		114,400	0.25	28,600		28,600
2 Medical Assistants:						
Manuel Mendivil		35,360	0.25	8,840		8,840
Maureshia Herring		35,360	0.25	8,840		8,840
Fringe Benefits (20%)				9,256		9,256
Total Personnel				55,536		55,536
Supplies						
Medical Supplies				12,664		12,664
Lab Fees				14,500		14,500
Contractual/Sub-Contracts						
Medical Director: Dr. Anthony Jones				10,000		10,000
Other Operating Expenses						
Indirect Charges					5,800	5,800
Billor: Anh Nguyen					4,500	4,500
Total Budget				\$92,700	\$10,300	\$103,000

002

Handwritten signatures and dates:
 11-19-14
 11/19/14

PROGRAM SUMMARY continued

BUDGET NARRATIVE

A. PERSONNEL

\$46,280

Clinician : **\$28,000**

Rebecca Hu

FTE = .25

These positions provide direct services to patients, assists the Medical Director, and provides other pertinent services as needed.

2 Medical Assistants: \$17,880

Manuel Mendivil & Maureshia Herring

FTE = .25 (each)

This position assists with direct medical care to HIV positive clients and with patient intake, insurance certification, and other ancillary tasks incident to each patient's clinic visit.

B. FRINGE BENEFITS

\$9,256

Fringe Benefits includes employer FICA, Medicare, State Unemployment Insurance, Workers' Compensation, employee health, dental and vision insurance, prepaid legal and employee assistance programs.

C. SUPPLIES

\$27,164

Medical Supplies: **\$12,584**

These are supplies used in the provision of ambulatory care, i.e. cotton swabs, sharps and containers, masks.

Lab Fees: **\$14,500**

Fees for lab services under the program.

D. CONTRACTUAL/SUB-CONTRACTS

\$10,000

Medical Director **\$10,000**

Dr. Anthony Jones

The Medical Director provides service to our clients and oversees the work of the clinic personnel.

F. INDIRECT CHARGES

\$10,300

APEB has a federally negotiated indirect cost rate of 23% (documentation available upon request), however under this program, indirect costs are capped at 10%.

Medical Biller **\$4,500**

Anh Nguyen

This subcontractor helps manage and produce our Superbills and other billing related projects

TOTAL BUDGET

\$103,000

Office of AIDS Administration
OUTPATIENT/AMBULATORY MEDICAL CARE
 Reimbursable Fee Schedule
 2014 - 2015

CONTRACTOR:	AIDS Project of the East Bay	
RYAN WHITE \$:	\$103,000	

1. NUMBER OF PLANNED CLIENT ENCOUNTERS	Rate		Total
New Clients (<i>new to your agency</i>)	56	\$170	\$9,520
Continuing Clients (<i>known clients receiving ongoing care</i>)	252	\$170	\$42,840
TOTAL CLIENTS	308	Total	\$52,360

2. LAB & DIAGNOSTICS (\$600 per client per year)	UDC	Rate	Total
Number of Unduplicated Clients (UDC)	56	\$600	\$33,600
TOTAL UDC	56	Total	\$33,600

3. ENHANCED SERVICES	UOS	Rates	Total
Interdisciplinary (<i>face-to-face per 15 minutes</i>)	476	\$15	\$7,140
Coordination of Care (<i>per 25 minutes</i>)	396	\$25	\$9,900
TOTAL UOS	872	TOTAL	\$17,040

4. TOTALS OF ROWS 1 - 3			
GRAND TOTAL			\$103,000

5. DEFINITIONS:

New Clients: Are new to your agency and may be beginning initial medical care.

Continuing Clients: Are known clients of your agency who are receiving ongoing medical care.

Lab & Diagnostic: HIV/AIDS diagnostic labs and test associated with ongoing care (i.e. viral load, T-cell count etc.)

Interdisciplinary: Any consultation between multiple providers from different disciplines about a common client.

Coordination of Care: Monitoring and follow-up on patient health status through patient assessment, education, consultation, referrals and counseling.

UOS: Units of Service

UDC: Unduplicated Clients

	Name	Annual Salary	FTE	Direct Costs	Indirect Costs	Total Program
Personnel						
Director of Client Services	Keisha Willard	60,000	25%	15,000		15,000
Patient Care Coordinator	Jillian Young	42,000	60%	25,200		25,200
Medical Case Manager 1	Michael Mitchell	45,000	100%	45,000		45,000
Medical Case Manager 2	Yani Hyman	38,000	100%	38,000		38,000
Total Personnel				123,200		123,200
Fringe Benefits				41,500		41,500
Supplies						
Travel						
Other Operating Expenses						
Indirect Charges					18,300	
Total Budget				164,700	18,300	183,000

006

11/20/14

11/12/14
11-10-14

BUDGET NARRATIVE

A. PERSONNEL

\$123,200

Client Services Manager – Keisha Willard: \$16,000
60,000/year X 25%

In addition to providing direct supervision and leadership to the entire client services department, working with staff to resolve client grievances, providing resource management, and conflict resolution, this position will also provide direct case management on a scheduled basis.

Patient Care Coordinator – Jillian Young: \$25,200
\$42,000/year X 60%

This position is responsible for recording and managing client database/records, and for ensuring that compliance guidelines set forth for Ryan White funded services are complied with. This position also assists with direct case management and with managing client complaints, as necessary.

Case Manager –

\$83,000

Michael Mitchell 45,000 x 100% Yanl Hyman 38,000 x 100%

These positions provide direct case management and emergency services to people living and or affected with HIV and AIDS.

B. FRINGE BENEFITS

\$41,500

Fringe Benefits includes employer FICA, Medicare, State Unemployment Insurance, Workers' Compensation, employee health, dental and vision insurance, prepaid legal and employee assistance programs.

C. INDIRECT CHARGES

\$18,300

APEB has a federally negotiated indirect cost rate of 23% (documentation available upon request), however under this program, indirect costs are capped at 10%.

TOTAL BUDGET

\$183,000

006

AIDS Project East Bay (APEB)
RYAN WHITE PART A
EMERGENCY FINANCIAL ASSISTANCE- FOOD VOUCHER BUDGET
For the Period Covering March 01, 2014 – May 31, 2014

	Name	Annual Salary	FTE	Direct Costs	Indirect Costs	Total Program
Personnel						
	Jillian Young	42,000	4.28	Inkind		0
Fringe Benefits				500		500
Total Personnel				500		500
Supplies						
Other Operating Expenses						
Food Vouchers				8500		8500
Indirect Charges					1,000	1,000
Total Budget				9000	1,000	10,000

007

4/29/14
 4/28/14
 4/28/14
 4/28/14

AIDS Project East Bay (APEB)
RYAN WHITE PART A
EMERGENCY FINANCIAL ASSISTANCE- FOOD VOUCHER BUDGET
For the Period Covering March 01, 2014 - May 31, 2014

A. PERSONNEL

0

EFA Coordinators - Jillian Young

42,000 x In-Kind

These positions are responsible for processing food assistance requests, recording and managing client database/records, and for following compliance guidelines set forth for Emergency Financial Assistance.

B. FRINGE BENEFITS

\$500

Fringe Benefits includes employer FICA, Medicare, State Unemployment Insurance, Workers' Compensation, employee health, dental and vision insurance, prepaid legal and employee assistance programs.

C. OTHER OPERATING EXPENSES

\$8500

Food Vouchers

;

This is the direct cost of food vouchers/food pantry purchases for clients.

D. INDIRECT CHARGES

\$1,000

APEB has a federally negotiated indirect cost rate of 23% (documentation available upon request), however under this program, indirect costs are capped at 10%.

TOTAL BUDGET

\$10,000 ✓

008

Handwritten notes:
* Changed due to (3) month Personel Contract
4-28-14
4.25
4/27/14

	Name	Annual Salary	FTE	Direct Costs	Indirect Costs	Total Program
Personnel						
Emergency Financial Services Coordinator	Yani Hyman	In-Kind	2.5%	0		0
Fringe Benefits						0
Total Personnel				0		0
Supplies				0		
Travel						
				0		
Other Operating Expenses						
Utility Vouchers				2,700		2,700
Indirect Charges					300	300
Total Budget				2,700	300	3,000

009

4/17/14
4/15/14
4-15-14

Budget Narrative

A. PERSONNEL

\$0

Emergency Financial Services Coordinator: Yani Hyman

2.5 FTE, In Kind

This position assists with direct intake for EFA and other minimal emergency services to people living and or affected with HIV and AIDS. Additionally, this position assists in the program's daily administrative activities/needs, and is responsible for recording and managing client database/records, preparing quarterly reports, and is responsible for following all compliance guidelines set-forth by the agency for client services needs.

B. OTHER OPERATING EXPENSES

\$2,700

Direct Emergency Assistance - Utility Voucher.

This is the direct cost of utility payments for clients.

C. INDIRECT CHARGES

\$300

APEB has a federally negotiated indirect cost rate of 23% (documentation available upon request), however under this program, indirect costs are capped at 10%.

TOTAL BUDGET

\$3,000

010

MD 4/17/14 [Signature] 2.15.14

BUDGET

Emergency Housing Assistance Coordinator	Jillian Young	42,000	3.8	In Kind		0
Fringe Benefits				0		0
Total Personnel				0		0
Supplies				0		
Travel				0		
Other Operating Expenses						
Housing Vouchers				7,200		7,200
Indirect Charges					800	800
Total Budget				7,200	800	8,000

011

Handwritten:
 4-22-14
 4/22/14
 4/22/14

BUDGET NARRATIVE

A. PERSONNEL

\$0

EHA Coordinator – Jillian Young

42,000 x 3.8% in kind

This position is responsible for processing housing assistance applications, recording and managing client database/records, and for following compliance guidelines set forth for Emergency Financial Assistance.

B. FRINGE BENEFITS

\$0

Fringe Benefits includes employer FICA, Medicare, State Unemployment Insurance, Workers' Compensation, employee health, dental and vision insurance, prepaid legal and employee assistance programs.

C. OTHER OPERATING EXPENSES

\$7,200

Housing Vouchers: \$34,000

This expense is for direct financial assistance for clients. Checks are made payable to landlords with appropriate documentation and in accordance with prescribed protocol.

D. INDIRECT CHARGES

\$800

APEB has a federally negotiated indirect cost rate of 23% (documentation available upon request), however under this program, indirect costs are capped at 10%.

TOTAL BUDGET

\$8,000

Handwritten: 4/23/14 [Signature] 4-22-14

BUDGET

	Name	Annual Salary	FTE	Direct Costs	Indirect Costs	Total Program
Personnel						
Client Services Director	Keisha Willard	60,000 year	20%	12,000		12,000
Fringe Benefits				3,057.50		3,057.50
Total Personnel				15,057.50		15,057.50
Contractual/Sub-Contracts						
Facilitators				12,942.50		12,942.50
Supplies					1,000	1,000
Other Operating Expenses						
Food/Snacks				2,600		2,600
Indirect Charges					2,400	2,400
Total Budget				30,600	3,400	34,000

013

MS
11/20/14

11/12/14
K
11-10-14

BUDGET NARRATIVE

A. PERSONNEL:

\$12,000

Client Services Manager – Kelsa Willard

\$60,000/year X 20 %

This position provides direct supervision and leadership to the entire client services department, works with staff to resolve client grievances, provides resource management, conflict resolution, and additionally provides other pertinent direct services as needed as well as facilitates a psychosocial group.

B. FRINGE BENEFITS

\$3,057.50

Fringe Benefits includes employer FICA, Medicare, State Unemployment Insurance, Workers' Compensation, employee health, dental and vision insurance, prepaid legal and employee assistance programs.

C. SUPPLIES

\$1000

Office Supplies

These are standard office supplies required to conduct the business of the program, including paper, USB, filing supplies and program software.

D. OTHER OPERATING EXPENSES

\$2,600

Food for Group participants

This line item provides snacks for the participants to eat during group time

E. CONTRACTUAL/ SUB-CONTRACT:

\$12,942.50

2 Group Facilitators:

These subcontractors provide peer support services that target HIV positive persons in Alameda County.

F. INDIRECT CHARGES

\$2,400

APEB has a federally negotiated indirect cost rate of 23% (documentation available upon request), however under this program, indirect costs are capped at 10%.

TOTAL BUDGET

\$34,000

014

II. TERMS AND CONDITIONS OF PAYMENT

Contractor shall use the following procedures in billing County for services rendered under this contract.

- a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
- b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
- c. Reimbursement for all services shall not exceed \$28,416.67 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.

Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.

In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$28,416.67 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.

Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$341,000.00 allocated by the County under this contract.

- a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost once per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/typographical errors to expedite processing.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0726293

thur J. Gallagher & Co. Insurance Brokers of CA., Inc.

5 N Brand Blvd, Suite 600

Oakland, CA 94607

CONTACT

NAME:

PHONE (A/C No. Ext): (818) 539-2300

FAX (A/C No.): (818) 539-2301

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Nonprofits' Insurance Alliance of CA

INSURER B: United States Liability Insurance Co

25895

INSURER C:

INSURER D:

INSURER E:

INSURER F:

BUREAU

AIDS Project of the East Bay

1320 Webster Street

Oakland, CA 94612

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	2014-09494-NPO	05/08/2014	05/08/2015	EACH OCCURRENCE \$ 1,000,000
<input checked="" type="checkbox"/> Prof Liability					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
<input checked="" type="checkbox"/> \$1M/\$3M					MED EXP (Any one person) \$ 20,000
GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 3,000,000
OTHER:					PRODUCTS - COMP/OP AGG \$ 3,000,000
AUTOMOBILE LIABILITY					
<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
					\$
<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 1,000,000
<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	2014-09494-UMB-NPO	05/08/2014	05/08/2015	AGGREGATE \$ 1,000,000
<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
Directors & Officers		NDO1031993L	05/08/2014	05/08/2015	Per Claim 1,000,000
Claims Made		NDO1031993L	05/08/2014	05/08/2015	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate holder is named as additional insured/Funding source with respect to liability arising out of the named insured's operations, as per the attached CG 2025 endorsement.

CERTIFICATE HOLDER

CANCELLATION

Alameda County Office of Aids Administration
Attn: Al Lugtu
1000 Broadway, Ste. 310
Oakland, CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 201409494NPO

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
--

<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
--

<p>Alameda County Office of Aids Administration</p>

<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 800-866-0777 616-957-1204

Thum Insurance Agency, LLC
3140 3 Mile Road, NE

Grand Rapids, MI 49525

INSURED (510) 435-4516 (510) 663-7981

AIDS PROJECT OF THE EAST BAY
1320 WEBSTER STREET

OAKLAND, CA 94612

CONTACT NAME: Melissa Thum

PHONE (A/C No. Ext): 800-866-0777

FAX (A/C No.): 616-957-1204

E-MAIL ADDRESS: melissa@thuminsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: VALLEY FORGE INSURANCE COMP

20508

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 102427

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	5094921930	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HNOA \$ 300,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> COLL <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> COMP <input checked="" type="checkbox"/> NON-OWNED AUTOS		5094921944	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Mobile Clinic: 1989 FLEETWOOD BOUNDER VIN# 1GBKP37W4K3309086

Location: 1320 WEBSTER STREET, OAKLAND, CA 94612

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Melissa Thum

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AIDSP-1

OP ID: NG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CalNonprofits Insurance Svcs P.O. Box 640 Capitola, CA 95010 Natalie Garcia		CONTACT NAME: Natalie Garcia PHONE (A/C No. Ext): 831-824-5006 FAX (A/C No.): 831-825-5056 E-MAIL ADDRESS: natalie@cal-insurance.org		
INSURED AIDS Project of the East Bay 1320 Webster St. Oakland, CA 94607		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: NY Marine & General Ins Co		16608
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR BISR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC201400006188	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Alameda County Office of AIDS
Administration
1000 Broadway, Ste 310
Oakland, CA 94607-4033

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Natalie Garcia

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EXHIBIT D AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ____ 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ____ 500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ____ 235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ____ 230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and AIDS Project East Bay ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS


- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: AIDS Project of the East Bay

By (Signature): 

Print Name: Alvan Quamina

Title: Executive Director

COMMUNITY BASED ORGANIZATION

Master Contract Exhibit A and B Coversheet

Dept. Name: Public Health-Office of AIDS Administration Vendor ID: 32495 Board PO #: PHSVC- 8539
 Business Unit #: PHSVC Master Contract #: 900077 Procurement Contract #: 9873 Budget Year: 2015

Acct #	Fund #	Org #	Program #	Subclass #	Project/Grant #	Amount to be Enc.	Total Contract Amt
610341	10000	350905	00000	N/A	PHG08HA60200	\$7,500	\$47,000
Procurement Contract Begins 3/1/2014 To 2/28/2015 Contract Maximum							\$47,000

Period of Funding: From 3/1/2014 To 2/28/2015

Dept. Contact: Elen de Leon Telephone #: 268-2326 QIC Code #: 21948

Contractor Name: **Alameda County Medical Center**

Contractor Address: 1411 - 31st Street
Oakland, Ca. 94602

BOS District:

Remittance Address: Same as above

Location Number: 001

Contractor Telephone #: (510) 667-7920

Federal Tax ID#: 94-3302014

Contractor Contact Person: ~~Wright Lassiter III~~ Daniel Boggan Jr.

Telephone #: (510) 667-7920

Contract Service Category: Substance Abuse

Estimated Units of Service: (See Exhibit A)

Maximum Single Payment and Exceptions: Not to exceed \$3,916.67 without written approval by
OA Director or his/her designee.

Method of Reimbursement (Invoicing Procedures): Actual costs in arrears.

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$13,167	\$39,500	\$47,000		
Exhibit #					
Amount of Encumbrance	\$13,167	\$26,333	\$7,500		
File Date			<u>9/9/14</u>		
File/Item #			<u>18/29446E</u>		
Reason	Initial Funding	Add'l Enc	Augmentation		

Funding Source Allocation:

Federal/CFDA # : 93-914	State	County
\$47,000	\$0	\$0

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized.
The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT:

Date: 2/10/15

By: [Signature]

Name: Muntu Davis, M.D., M.P.H.

Title: Director and Health Officer

CONTRACTOR:

Date: 1-21-15

By: [Signature]

Name: Wright Lassiter III

Title: CEO

EXHIBIT A
Community Based Organization Master Contract

Program Description and Performance Requirements

Contractor Name: **Alameda County Medical Center**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900077**
Exhibit No:
Board PO #: **PHSVC-**

15-4333-12

1. Contracted Services: **HIV/AIDS Service**
2. Service Category: **Substance Abuse**

**RYAN WHITE PROGRAM
PART A (TITLE I)**

Program Description for 2014 - 2015

Agency Name: Alameda County Medical Center
Mailing Address: 1411 East 31 st Street, Oakland, CA 94602
DEDICATED STAFF
Program Contact Person (primary): Gloria Jenkins Phone Number (direct line): (510) 437-4112 E-Mail Address: gljenkins@acmedctr.org Fax Number: (510) 261-3112 FTE:
Program Contact Person (alternate): Naomi Bagby Phone Number (direct line): (510) 4375137 E-Mail Address: nbagby@acmedctr.org Fax Number: same as above FTE:
PROGRAM INFORMATION
Service Category: Substance Abuse ✓
Alameda County Region(s) Served: <input checked="" type="checkbox"/> North <input type="checkbox"/> South <input type="checkbox"/> East <input type="checkbox"/> West
Agency / Program Web Site: www.acmedctr.org
Amount of Ryan White Funds: \$47,000 ✓
Total Program Budget: \$900,000.
PROGRAM SUMMARY
<p><i>Include purpose of the program, target population, key activities, interventions, goals, objectives, desired outcomes, program site location, hours and days of operation.</i></p> <p style="text-align: center;">*****</p> <p>Alameda County Medical Center (ACMC), Highland Hospital Substance Abuse Program (HHSAP) will continue to provide services to HIV positive, drug dependent clients. The service is designed to improve the health and quality of life of HIV/AIDS clients with substance abuse problems by engaging them in a continuum of care that includes a comprehensive assessment, medical treatment, drug treatment and other needed services. The program will also continue to offer HIV/AIDS education and safe sex education to all clients enrolled in drug treatment with HHSAP. One part-time Substance Abuse Counselor will be assigned to provide case management and follow up services to 14 HIV positive clients and to serve as a liaison to the Adult Immunology Clinic (AIC).</p> <p>The Substance Abuse Counselor will work closely with the Adult Immunology Clinic and the HIV/AIDS Services Division to identify patients and to coordinate the care of patients served jointly by the programs. The Substance Abuse Counselor will also coordinate case conferences with appropriate staff to monitor the patient's growth and compliance. A monthly log will be maintained to track patient compliance with medical care and drug/alcohol treatment.</p> <p>The Substance Abuse Department at ACMC will continue to make substance abuse treatment accessible to individuals with HIV/AIDS and those at risk for HIV/AIDS by</p>


 8/28/14
 8/28/14

providing two treatment modalities, daycare habilitative and outpatient drug free services. The outpatient drug treatment services are provided at Alameda County Medical Center, Highland Hospital Campus. The services include relapse prevention groups four days a week, individual counseling twice a month, HIV education/health education and acupuncture. Clients receiving HIV education is ongoing and is provided once a month in a group format. HIV testing is provided on site weekly by the AIC.

The Substance Abuse Counselor will also work with the AIC to determine if there are substance-abusing clients that have fallen out of care and may require follow up. Patients requiring the services for opiate dependency or residential care will be appropriately referred.

Service Delivery Sites:

Highland Hospital
1411 East 31st Street
Oakland, CA 94602

Hours of Service
8:30 a.m. to 5:00 p.m.

Contractor: Alameda County Medical Center

Service Category: Substance Abuse

Main Program Goal: To improve the social functioning of drug abusing HIV/AIDS patients by coordinating their compliance with medical care and drug/alcohol treatment.

Indicators: Length of stay in treatment, compliance with medical appointments, results of urine test, post test results on HIV education, acknowledging use of safe sex methods

UDC:14 HIV clients UOS: 2,235

OUTCOME OBJECTIVES (Minimum of 3 - listed in order of importance)	PROCESS OBJECTIVES/ ACTIVITIES (Minimum of 3 for each outcome objective - listed in order of importance)	TIMELINE	LEAD ROLE	DATA SOURCE
OO #1: By February 28, 2015, 70% of HIV positive clients enrolled in drug treatment will be compliant with medical treatment.				
	PO #1: Outreach and accept referrals from HIV Services and other community based primary care providers for enrollment in drug treatment.	3/01/14 – 02/28/15	Substance Abuse Counselor	Client's chart, referral log
	PO #2: Provide case management services, case conferences, to include follow up on medical treatment, provide education on the importance of medical treatment	03/01/14 – 02/28/15	Substance Abuse Counselor	Document in client chart, post test results, medical appointments, education groups.
	PO #3: Monitor patient compliance with medical treatment	03/01/14 – 02/28/15	Substance Abuse Counselor, Nurse	Maintain medical visit log in chart and rate of compliance

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OO #2: By February 28, 2015, 70% of the HIV/AIDS clients enrolled in drug treatment will be compliant with their treatment plan.						
	PO #1: Identify clients enrolled in drug treatment who have HIV/AIDS and or accept referrals for enrollment.	03/01/14 – 02/28/15	Substance Abuse Counselor	Client chart face sheet		
	PO #2: Provide comprehensive assessment and develop a treatment plan for each client	03/01/14– 02/28/15	Substance Abuse Counselor	Client chart		
	PO #3: Monitor daily attendance and provide outreach when clients are “no show”. Provide support group.	03/01/14 – 02/28/15	Substance Abuse Counselor	Maintain log of daily visits and outreach efforts		
OO #3: By February 28, 2015, 90% of the clients with HIV will learn self management skills related risk reduction and knowledge of the disease process to avoid further infection.	PO #1: Provide care coordination for HIV positive clients enrolled in outpatient drug free services.	03/01/14 – 02/28/15	Substance Abuse Counselor	Chart reviews, meeting on behalf of clients.		
	PO #2: Establish cooperative relationship with the AIC at ACMC to improve information sharing and client compliance.	03/01/14– 02/28/15	Substance Abuse Counselor	Case Conference notes in chart, attendance logs, appt. log.		
	PO #3: Provide ongoing risk reduction education to the client enrolled in drug treatment.	03/01/14 – 02/28/15	Substance Abuse Counselor	Chart review, number of clients getting tested		

OO #4: By February 28, 2015, 70% of patients actively involved in drug treatment will be assured of having two primary care visits with their primary care doctor.	PO #1: All patients referred to the program will be assessed to determine if they have a primary care physician and if not the substance abuse counselor will assist the patient with identifying and scheduling an appointment with a primary care physician. PO #2: Establish relationship with AHS' AIC clinic and community clinics to assist patients with access for primary care appointments. PO #3: Monitor the patient's adherence to medical appointments.	03/01/14-02/28/15	Substance Abuse Counselor	Patient chart
		03/01/14 – 02/28/15	Substance Abuse Counselor	Patient Chart
		03/01/14 – 02/28/15	Substance Abuse Counselor	Document in the patient chart



OFFICE OF AIDS ADMINISTRATION

Ryan White Program Requirements

FY 2014- 2015

The Contractor agrees to comply with all of the following Ryan White Program Requirements:

1. CONTRACT TERMS

A. GRANT PERIOD

The standard terms are as follows:

1. Part A and MAI funds are available from March 1st, of the current year to February 28th of the following year.
2. State HIV Care Program (Part B) funds are available from April 1st of the current year to March 31st of the following year .
3. County funds are available from July 1st, of the current year to June 30th, of the following year.
4. Prevention and Testing funds are available from January 1st of th current year through December 31st of the current year..

The contract may be renewed on a year-to-year basis at the end of each term for one (1) year contingent upon factors, such as, funding availability, the Collaborative Community Planning Council (CCPC) priority setting and allocations as well as overall contract compliance and performance.

B. RULES AND REGULATIONS

The Contractor is required to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services. The Contractor's facilities, used during the performance of this agreement, will meet all applicable Federal, State and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement. In addition, the Contractor must comply with all laws, ordinances and regulations applicable to the contracted services, including those applicable to conflict of interest.

C. PROGRAM IMPLEMENTATION & CONTRACTING PROCESS

The Contractor is required to submit all requested documents necessary for contract development (i.e. Program Description, Scope of Work, Budget Summary, Budget Justification, signed Contract Cover Sheets, Insurance Certificates, etc.) for each funded service or program by the date specified on the OAA Award Letter.

D. PROGRAM MODIFICATIONS

The Contractor is required to inform the OAA, in writing, of any proposed deviation from the approved Scope of Work and to obtain written approval prior to implementing any changes.

E. BUDGET REVISIONS

The Contractor must submit an OAA Budget Revision Form and have obtained the OAA's written approval prior to implementing any changes its contracted budget. The final budget revision must be submitted no later than 60 days before the end of the fiscal year. Budget line items may exceed the total amount by 10% or \$100, whichever is greater.

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F. REIMBURSEMENT

The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are subject to satisfactory submission of all required reports and documentation to show proof of expense/purchase. Any payment due to the Contractor may be withheld pending receipt and approval by OAA of all reports and documents due from the Contractor.

The Contractor must invoice the Public Health Department OAA on a monthly basis, within the first twenty (20) days of the following month. It is anticipated that the OAA will provide the reimbursement for services rendered within twenty (20) working days of the receipt of invoices deemed correct and acceptable. **Identification of staff providing the service and the number of Unduplicated Clients and the Units of Services are required on all Care and Treatment invoices.**

The Contractor must attach a summary of actual expenditures per general ledger (per book) along with the last invoice for the contract period. Final payment will not be processed unless the report is submitted.

The Contractor should have all previous monthly data entered into approved data base (Ryan White – ARIES and Prevention – LEO) which matches the UDC/UOS submitted with the monthly invoices. Any discrepancies can cause a delay in payment.

G. AUDIT

The Contractor must comply with the Alameda County Audit Requirements stated in Exhibit D (as per attached). The Contractor is required to maintain a financial management and control system that meets or exceeds the requirements established by OMB Circular A-110 and/or A-122. Additionally, the system must adequately identify the source and application of funds; demonstrate accounting, budgetary and internal controls, cash management, reporting capability, allowable costs, and source documentation.

H. PROGRAM EVALUATION

The Contractor is required to participate in periodic OAA evaluations, which will measure the Contractor's projects service delivery impact, effectiveness, and quality of services.

I. GRIEVANCE POLICY AND PROCEDURE

Each Contractor is required to have a grievance policy and procedure specifying timelines at each step of the grievance process, and ensuring non-retaliatory action against clients filing grievances. The language in which the policy is written and the process of the conflict resolution shall be both culturally and linguistically sensitive. The policy and a patient rights and responsibilities statement shall be posted in a conspicuous location within the Contractor's service facilities. These documents are to be signed by the client upon the initial visit and at annual eligibility appointments, and a copy shall be given to the client and maintained in the client record. All client complaints and grievances shall be investigated and administered by the Contractor and shall be documented. *The OAA may intervene in grievances at its discretion.*

J. RIGHT TO INSPECT

The Contractor's books, fiscal records, client files and charts, as they relate to the grant, must be made available for inspection and/or audit by the Health Resources and Services Administration (HRSA), OAA and any entity conducting reviews on behalf of the OAA, without notice. In addition, the Contractor must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the completion of any resolution process. Such access must be consistent with the California Government Data Practices Act.

Contractor agrees to maintain and preserve, until three years after termination of contract and final payment from California Department of Public Health (CDPH) to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. SUBCONTRACTS

The OAA reserves the right to approve or disapprove any subcontracts. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are compliant with all Ryan White Program Requirements, and to ensure that all client level data, for the entire month, is entered into the designated OAA database system(s) by the 10th day of the following month. The Contractor remains fully responsible for services performed by itself or by its Subcontractor(s) under the contract. The Contractor must develop a formal process for determining Subcontractor compliance with Program Requirements. The Contractor remains the sole point of contact with regard to all communications, including timely payment of all charges.

L. LICENSING REQUIREMENTS

The Contractor and key staff must possess all required State of California licenses as well as required occupational licenses. All employees requiring certification and licensing must have current records on file with the Contractor. Additionally, the Contractor is required to notify the OAA of any changes in licensure including but not limited to the failure to maintain the required California State licenses as result of suspension or revocation within 20 days from the date said event occurs.

M. PERSONNEL

The personnel described in the contract must be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the Contractor must be able to provide a qualified replacement. The OAA must be notified of all changes in personnel within five (5) working days of the change. Furthermore, all personnel are considered to be, at all times, employees of the Contractor under Contractor's sole direction, and not employees or agents of the County of Alameda.

N. INSURANCE

The Contractor must comply with the Alameda County Insurance Requirements stated in Exhibit C (as per attached for detail) such as Commercial General Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability Directors and Liability Officers and Professional Liability/Errors & Omissions (if applicable based on agreed scope of work). If insurance coverage expires prior to receipt of a renewal notice, invoices cannot be authorized or processed until notice of continued coverage is received.

O. ORGANIZATIONAL EFFICIENCY

If the Contractor is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, has not conformed with the terms and conditions of a previous award, or continues to perform poorly after adequate technical assistance has been provided, additional requirements may be imposed by the OAA as an alternative to termination of the contract. At the OAA's discretion, the Contractor will be notified in writing as to the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed (See page 7 Section VII Corrective Action Plan), and the time allowed for completing the corrective actions.

P. AMERICANS WITH DISABILITIES (ADA)

The Americans with Disabilities Act (ADA) is a Federal law that prohibits discrimination against, or segregation of, people with disabilities in all activities, programs or services.

Rehabilitation Act of 1973: Section 504 of the Federal Rehabilitation Act of 1973 requires that any program or service receiving Federal financial assistance, either directly or indirectly be accessible to everyone. Most public services fall into this category, including health care facilities.

Q. NON-EXPENDABLE PROPERTY

1. Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of \$5,000 or more per unit, and an expected useful life of at least one year (including books).
2. All such property purchases requested in the Budget must include a description of the property, name of staff that will use the equipment, the model number, manufacturer, and cost.
3. An inventory list of all property purchased with any funds dispensed by the OAA must be submitted before or at the end of the contract term.

R. TAX COMPLIANCE

The Contractor acts as an independent Contractor and is responsible for all FICA, State and Federal Taxes and complying with all laws governing such.

S. Client Eligibility

The Contractor will ensure that each client receiving Ryan White Part A and B funding meets the follow eligibility requirements and documentation is located in client's file:

1. Proof of HIV status
2. Proof of Residence (not immigration status)
3. Proof of Income
4. Proof of Insurance Status

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

2. NON-DISCRIMINATION

The Contractor must comply with the Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, creed, color, disability, gender, gender presentation or identity, sexual orientation, national origin, language, age, religion, veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this contract/agreement. Title VI of the Act prevents discrimination by government agencies that receive federal funding. If a Contractor is found in violation of Title VI, the Contractor may lose its federal funding.

3. CULTURAL AND LINGUISTIC COMPETENCY

The Contractor must ensure its programs and services are provided in a culturally-sensitive and linguistically-appropriate manner that is respectful of the cultural norms, values, and traditions for the clients they serve.

The Contractor must offer and provide language assistance services, including bilingual staff, interpreter services, and telephone translation at no cost to each patient/consumer with limited language proficiency or hearing impairments at all points of contact. Services must be provided in a timely manner during all hours of operation. The Contractor must also make available easily understood patient-related materials

and post signage in the languages of the frequently encountered groups and/or groups represented in the service area.

4. CONFIDENTIALITY

The Contractor and its employees or subcontractor(s) must ensure that confidentiality of all records is maintained and have established confidentiality and security provisions to protect data. No information obtained in connection with a client's care or use of services shall be disclosed without the individual's consent, except as may be required by law, such as for reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed. The Contractor will include a clause in consent forms that indicates personal information is collected and reported to the OAA for evaluation of services and needs assessments.

Health Insurance Portability Accountability Act (HIPAA): Under security standards, HIPAA states that health insurers, certain health care providers and health care clearinghouses must establish procedures and mechanisms to protect the confidentiality, integrity and availability of electronically protected health information. This rule requires covered entities to implement administrative, physical, and technical safeguards of electronically protected health information for individuals in their care.

5. ADDITIONAL REQUIREMENTS

A. QUALITY MANAGEMENT

All funded agencies must work collaboratively and cooperatively with the OAA to establish, maintain, and/or enhance quality management in an effort to continually improve the service delivery system for clients receiving HIV/AIDS services. The Contractor must participate in all required evaluations, studies, targeted trainings, surveys, and reviews conducted by the OAA. Furthermore, each Contractor is to submit an annual Quality Management Plan, which outlines site specific quality related activities and plans for ongoing assessment and improvement.

B. MANDATORY MEETING & PARTICIPATION

The Contractor is required to attend any training, planning sessions and meetings deemed necessary by the funding source

CONTRACT DELIVERABLES

At least forty percent (40%) of the contract deliverables shall be completed, and fifty percent (50%) of the allocated funds shall be spent by the end of the second quarter of an annual contract unless otherwise agreed by Contractor and OAA. If not then the OAA may initiate action to address the issue. The Contractor must cooperate with the strategy set forth by the OAA to assure the appropriate and complete utilization of resources for service categories.

If a reduction or adjustment is required, the OAA will implement it with an amendment to the contract. The OAA will provide the Contractor with written notice at least thirty (30) days prior to the effective date of such reduction or adjustment.

C. MONITORING PROCEDURES

Designated OAA staff will conduct Prevention & Testing program site visits at least once and Care & Treatment program site visits at least twice, during the contract period. These visits are for the purpose of assessing compliance with contractual obligations, program effectiveness, and providing technical assistance. Site visits may be made without prior notice at any time within the hours of operation of the

Contractor. The Contractor's performance is assessed according to the quality of the services delivered and the delivery of services by established deadlines. The Contractor will monitor funded activities to assure that satisfactory progress is being made towards achieving objectives. The OAA will provide the Contractor with a summary of any reports prepared as a result of the visit.

The OAA will provide Technical Assistance to the Contractor to assist in developing services, and to ensure contract compliance. An assigned Program Manager will provide ongoing consultation to the Contractor as needed.

D. BUDGET REQUIREMENTS

The Contractor must maintain financial records through an accounting system that sufficiently and appropriately reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this agreement. No more than 10 percent (10%) of the contracted funds can be expended for administrative service functions.

Provider's Administrative Costs are the sum of Administrative Personnel, Operating Expenses, and Indirect Cost which includes:

- **Administrative Personnel** – are costs of management oversight of specific programs, including program coordination, clerical, financial and management staff not directly linked to the provision of services.
- **Operating Expenses** – are typically those costs that be assigned to a specific program but are not dedicated to providing direct client services. Examples: usual and recognized overhead activities including rent, utilities, facility costs, program evaluation, liability insurance, audit, office supplies, postage, telephone, internet connection, encryption software, travel to attend meetings/conference.
- **Indirect Cost** – as part or all of its 10% administrative costs. Service providers need to provide a copy of federally approved negotiated Indirect Cost.

E. BOARD OF DIRECTOR'S INFORMATION

The Contractor must provide the OAA annually with its current Board of Directors list; which will include contact information other than the Contractor's information (home and/or work address)

F. REPORTING REQUIREMENTS

1. **Databases for Managing & Monitoring HIV Services:** The Contractor must use the designated OAA database system(s) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided. The OAA staff will provide technical assistance and training for the designated database system(s) as needed.
2. **HIV/AIDS Reporting Requirements**
California Health and Safety Code Section 121022 requires that health care providers report cases of HIV infection using patient's names and other identifying information to the local health department. The Contractor must use the California State ADULT HIV/AIDS CONFIDENTIAL CASE REPORT for reporting HIV infection. An electronic print-only version of the form is available on the California Department of Public Health Office of AIDS (CDPH/OA) Web site at:
<http://www.cdph.ca.gov/pubsforms/forms/CtrlForms/cdph8641a.pdf> Preprinted copies of the reporting form are also available from the CDPH/OA or from the Alameda County Public Health

Department Epidemiology & Surveillance Unit. Copies of the completed reporting form(s) must be retained in the patient's chart. The OAA will conduct chart audits to assess compliance.

The Contractor must review the wording of their patient consent forms, or any verbal consent statements used, to ensure that they are providing consent language that is consistent with the requirements of the current reporting law.

3. Progress Reports

The Contractor is required to submit progress reports to the OAA as outlined below. The Contractor must electronically submit timely, accurate and complete reports in the mandated format provided by the OAA. Failure to do so may result in the suspension of funds (withholding of payment or reimbursement) until complete reports are received.

Progress reports are due fifteen (15) days after the end of the reporting period to the Contractor's OAA Contract Manager. If the reporting period due date falls on a weekend or holiday, then the report is due on the next business day.

The reporting periods for this contract year are as follows:

Ryan White Program Part A and Minority AIDS Initiative (MAI)

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	March 1 st – August 31 st	September 16 th
Final report	September 1 st – February 28 th	March 15 th

Ryan White Program Part B / State HIV Care and State MAI Program

Quarterly	Report Period Covers	Report Due By
1 st Quarter report	April 1 st – June 30 th	July 18 th
2 nd Quarter report	July 1 st - September 30 th	October 17 th
3 rd Quarter report	October 1 st – December 31 st	January 16 th
4 th Quarter report	January 1 st – March 31	April 17 th

State Prevention & Testing Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	January 1 st – June 30 th	July 18 th
Final report	July 1 st – December 31 st	January 16 th

County Prevention Program

Semi-Annual	Report Period Covers	Report Due By
Mid-year report	July 1 st – December 31 st	January 16 th
Final report	January 1 st – June 30 th	July 16 th

6. TERMINATION

As set forth in the Master Contract between Contractor and the County of Alameda:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 calendar days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement.

7. CORRECTIVE ACTION PLAN

A Corrective Action Plan may be offered by OAA as an alternative to contract termination, when a Contractor is out of compliance with its contracted obligations. When a corrective action is required OAA will issue a formal Corrective Action Plan, which will state the corrective issue(s) and timeline for correction(s). The OAA may withhold funding or terminate the contract if the Contractor does not resolve the formal corrective action in the manner and timeline provided.

8. MASTER CONTRACT PROVISIONS

All of the terms and conditions of the Master Contract between the County of Alameda and Contractor are applicable here and made a part of these Ryan White Program Requirements.



ATTACHMENT 1

OFFICE OF AIDS ADMINISTRATION

**Ryan White Program Requirements
Care & Treatment Contractors
FY 2014 - 2015**

CLIENT ELIGIBILITY

The Contractor receiving Ryan White funds must have systems in place to confirm and document client eligibility.

- ☐ The Contractor must document client eligibility including verification of low income status, residency and medical necessity immediately upon client enrollment in a Ryan White service and every 6-month thereafter.
- ☐ Client files must include documentation of positive HIV sero-status (e.g., lab results or physician statements), reference to the documentation on a verifiable referral form or a notation that eligibility has been confirmed.
- ☐ The form must include the name of the person and organization verifying eligibility with a date, and nature and location of primary documentation.

The Ryan White HIV/AIDS Program is federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). Its priority is to ensure that clients ultimately receive primary care, which includes:

- 1) Connecting clients into care with at least one medical visit with a primary care provider every six months, and
- 2) Adherence to medication regimens, *leading to improved health outcomes.*

Ryan White services, contracted through the Office of AIDS Administration (OAA), are intended for Alameda County PLWHA who are low-income, underinsured, or uninsured with an annual gross income at or below 300% of the Federal Poverty Level (FPL) guidelines (*see Table 2*). Ryan White funds should be considered the funds of "last resort," with all other funding sources exhausted before using any Ryan White funds.

**TABLE 1
Required Eligibility Documentation**

Proof of Identification	Proof of Alameda County Residency	Proof of Income (at or below 300% of FPL)	Proof of HIV Diagnosis (one of the below)
<i>Only one verifying documentation is required from each eligibility column</i>			
Driver's license	Utility bill	State/Federal tax return	Diagnosis letter from doctor's office on MD stationery
Immigration card	Lease/mortgage statement	W-2 or 1099 form	Lab test results of a detectable viral load
State ID card	Support affidavit	Current pay stub	Positive test result from ELISA and/or Western Blot HIV test (not anonymous)
Passport	Letter from a shelter	Bank statement	
Photo ID from another country		Current disability award letter (e.g. SSI, SSDI, SDI)	
		Self-employment or Support affidavit	

**The most current or recent documentation must be used when establishing a client's eligibility*

TABLE 2
2014 Federal Poverty Guidelines

Size of family unit	100% of Poverty	Medicaid Eligibility – 138% Poverty	300% of Poverty	400% of Poverty
1	\$11,670	\$16,105	\$35,010	\$46,680
2	\$15,730	\$21,707	\$47,193	\$62,920
3	\$19,790	\$27,310	\$59,370	\$79,160
4	\$23,850	\$32,913	\$71,550	\$95,400
5	\$27,910	\$38,516	\$83,730	\$111,640
6	\$31,970	\$44,119	\$95,910	\$127,880
7	\$36,030	\$49,721	\$108,090	\$144,120
8	\$40,090	\$55,324	\$120,270	\$160,360

There will be a 30-day grace period for a client to obtain all necessary eligibility documentation, during which time a client can receive CARE (Comprehensive AIDS Resources Emergency) Act services. However, if the client has not provided all eligibility documentation within the 30-day grace period, the client will need to re-apply to receive any additional services. Client's eligibility must be determined annually or whenever there has been a change in the client's financial circumstances.

The OAA may review documentation of client eligibility during monitoring. **NOTE:** Please see the following *Payer of Last Resort* section regarding the requirement to screen clients for eligibility to receive services through other payers. Affected individuals (such as family members) may be appropriate candidates for Ryan White services in limited situations, but these services must always benefit the medical outcome of the HIV-infected client. Ryan White funds may be used for services to individuals not infected with HIV in the following circumstances:

1. The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV. Examples include caregiver training, health and treatment education for caregivers, and practical support that assists in caring for someone with HIV.
2. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. An example is child care for non-infected children while an infected parent or guardian secures medical care or support services.

The Contractor must provide documented, funded services to eligible clients and to clearly define the scope and nature of such services in the contract scope of work.

The Contractor must also document in client files and/or ARIES enrollment or refusal to enroll into Covered California or other Health Insurance Marketplace provider.

PAYER OF LAST RESORT

In order to ensure that Ryan White funds are payer of last resort, the Contractor must screen clients for eligibility to receive services through other programs (e.g., Medi-CAL, Medi-Care, VA benefits, and private health insurance), periodically reassess client eligibility for Ryan White services, and document client eligibility. The Contractor must have policies and procedures in place addressing these screening requirements. Contractors must also obtain required Medi-CAL certifications if the funded service category

is reimbursable by Medi-CAL. Contract Managers will review these policies, procedures and proof of Medi-CAL certification, as well as documentation of screening activities and client eligibility during program year.

The Ryan White HIV/AIDS Treatment Modernization Act includes language relating to Medicaid and other third-party revenues. Section 2617(b)(7)(F) of Part B requires assurances from the State that Ryan White funding will not be "utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made" by programs and sources other than Ryan White.

CLIENT LEVEL DATABASE FOR MANAGING & MONITORING HIV CARE

In order to meet funding requirements, the Contractor will enter client level data to report information on their programs and the clients they serve for the current calendar year. Additionally, Contractors utilizing **LabTracker** must import related service data for completeness. All ARIES(AIDS Regional Information and Evaluation System) users must have a signed confidentiality agreement on file in the Office of AIDS Administration. Each contractor must notify the Office of AIDS Administration **immediately** when a ARIES user is no longer employed by the agency.

QUALITY MANAGEMENT

The OAA facilitates the HRSA-mandated Quality Management program. Contracting agencies must comply with all applicable Quality Management activities including but not limited to:

- **Standards of Care** are the established minimal requirements of quality for HIV/AIDS service delivery and administration. OAA staff monitors for compliance at annual site visits and its review of semi-annual and annual reporting as submitted by the Contractor. Current versions of the Administrative Standards of Care, as well as the service category Standards of Care, are available from the OAA.
- **Clinical Chart Review** will be conducted on an annual basis to determine whether OAA-funded services meet HRSA, Public Health and/or other relevant established guidelines. Clinical review activities include but are not limited to a client chart/record review (including electronic records) by qualified professional(s) designated by OAA.
- **Quality Management Plans (QM)** are required for each Contractor. The purpose of the QM plan is to establish a coordinated approach to addressing quality assessment and process improvement at agencies.
- **Client Satisfaction Surveys** provide a way to collect client feedback regarding the care and services they receive from the Contractor. Each contracting agency is required to participate fully in all client satisfaction measurement activities administered by the OAA. The OAA reserves the right to review and approve survey tools created by the Contractor and may use the data collected from these tools for the purpose of reporting client outcomes.

These Program Requirements are incorporated into and made a part of the agreement between Contractor and the County of Alameda.

I have read and understand the requirements described in this document. My signature indicates a commitment to comply with these requirements and that I received a copy of this document for my records.

AHS

Agency Name
Wright Lassiter, III, CEO

Printed Name, Title
WLF

Signature
10/22/2014

Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION FEDERAL FUNDING ELIGIBILITY

The undersigned certifies that they:

- A. Nor their subordinates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States;
- B. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

Contractor is also responsible for ensuring that without modification, all subcontractors shall also comply with this certification.

AAFS

AGENCY

WDB

EXECUTIVE DIRECTOR

10/21/2014

DATE

CERTIFICATION LICENSE: Not Applicable.

TARGET POPULATION: All residents of Alameda County impacted by HIV.

SERVICE AREA: Alameda County.

SERVICE CRITERIA: HIV infected individuals.

ACMC
15-4333-12

EXHIBIT B
Community Based Organization Master Contract

BUDGET and TERMS AND CONDITIONS OF PAYMENT

Contractor Name: **Alameda County Medical Center**
Contracting Department: **Public Health - Office of AIDS**
Contract Period: **3/1/2014 through 2/28/2015**

Master Contract No: **900077**
Exhibit No:
Board PO No: **PHSVC -**

15-4333-12

I. BUDGET

- A. Budget Detail
- B. Budget Justification
- C. Fee Schedule (Applicable to Fee-for-Service Programs Only)

II. TERMS AND CONDITIONS OF PAYMENT

Alameda County Medical Center BUDGET - Substance Abuse

For the Period Covered March 01, 2014 - February 29, 2015

		Annual	Amount			
A. Personnel		Salary	FTE	Direct Cost	Indirect Cost	Total
Substance Abuse Counselor	Julia Castillo	61,433	57%	35,017		35,017
Subtotal Personnel				35,017	0	35,017
B. Fringe Benefit 33%				11,556		11,556
Total Personnel				46,573	0	46,573
C. Supplies						
Office Supplies					427	427
Health Education Supplies						
Computer						
D. Other Operating Expenses						
Training/Registration Fees						
1. Total Personnel & Operating Expenses				46,573	427	47,000
Total Budget				46,573	427	47,000

002

8/28/2014

9/2/14

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8/28/2014

8/28/2014

Alameda County Medical Center – Substance Abuse

Alameda County Medical Center
Highland Hospital Substance Abuse Program
Budget – Substance Abuse
March 1, 2014 – February 28, 2015

A. Personnel

Substance Abuse Counselor – Julia Castillo **\$35,017**

This part time position will be responsible conducting outreach, education, case management, care coordination and substance abuse treatment for 12 HIV/AIDS clients during the grant period

B Fringe Benefits **\$11,556**

Our fringe benefit rate is 33% and is based on a formula that includes health insurance, dental insurance, retirement, workers compensation, unemployment, social security, disability insurance, etc.

C. Supplies

Office Supplies **\$427**

General office supplies to include, pen, paper, file folders, paper clips etc.

D. Total Personnel & Operating Expenses **\$47,000**

E. Total Budget **\$47,000** ✓

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II. TERMS AND CONDITIONS OF PAYMENT

Contractor shall use the following procedures in billing County for services rendered under this contract.

- a. Fee-for-Service Contractor shall be reimbursed on a monthly basis per the attached Fee Schedule (see Exhibit B-I.C).
- b. Contractor shall invoice the County in arrears within 20 days following the conclusion of each month's provision of services.
- c. Reimbursement for all services shall not exceed \$3,916.67 per month without the written approval of the Administrative Officer of the Office of AIDS or his/her designee.

Contractor shall submit all claims for reimbursement under the contract within thirty (30) days following the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County. Any "obligations incurred" included in the claims for reimbursement and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

Claims submitted for reimbursement by Contractor shall be processed for payment by the Contractor's supervising department within Fifteen (15) work days of receipt of said claim and by the Auditor-Controller's office within ten (10) work days of receipt of said claim.

In the event that the monthly net reimbursement of any month is less than the maximum reimbursement of \$3,916.67 any unexpended maximum monthly reimbursement funds for the month billed may be billed in the following month(s) and/or carried forward into a future month(s) to provide additional reimbursement for services provided under the terms of this contract.

Total reimbursement under the terms and conditions of this contract shall in no event exceed the total amount of \$47,000.00 allocated by the County under this contract.

- a. Contractors are allowed a maximum of two (2) budget revision requests per contract period if they go over \$100 or 10% of the line item budget, whichever is higher. The budget revision requests can be within a major category or between major categories, but cannot change the program objectives. Major categories are defined as Personnel and Operating Expenses. (Not applicable to fee-for-service or cost-based providers.)

Budget revisions will be effective the same month it is approved by the OAA. The final budget revision request must be submitted at least sixty (60) days before the end of the contract period.

- b. Contractors providing cost-based services may be allowed to renegotiate the unit cost ~~once~~per contract period. Amendment to the unit cost may be based on average productivity of the past five (5) or six (6) months of service and/or in response to over or under utilization of services in the county.

Conditions Prerequisite to Payment

The supervising department and/or Auditor-Controller may withhold payment of all or part of a Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior contract. Such matters of non-compliance may include, but are not restricted to, the delivery of service, submission of monthly reports, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations (refer to County Administration Manual, Exhibit D, Audit Requirements, Item III, Audit Resolution), or other conditions as required in the contract by Federal and/or State regulation.

If payment of claims is to be delayed, the following procedures will be followed:

- a. Contractor shall be notified verbally within three (3) work days of the supervising department's discovery of a reason for delaying or withholding payment.
- b. Written confirmation of the reason for delaying or withholding is required if the matter cannot be resolved within twenty (20) work days of receipt of claim.
- c. The County department delaying or withholding payment shall be the department that notifies the Contractor. The Auditor-Controller shall notify the Contractor's supervising department if it delays or withholds payment.
- d. If an invoice must be held pending revisions, corrections or amendments by the Contractor, including budget amendments (it is the Contractor's responsibility to correct invoice documents), the supervising department shall not be required to give written notice of the withholding action; however, it may do so. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The department may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/ typographical errors to expedite processing.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) 	

NUMBER: 7862

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Alameda County Medical Center (ACMC)

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE DATE: July 1, 1998

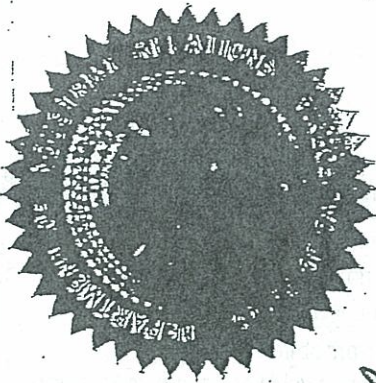
DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

William J. Smith
MANAGER, SELF-INSURANCE PLANS

Original Effective Date:

FORM A-4-10A (REV. 1/89)

Post-It® Fax Note	To	312N Delcon	From	Richard L.	# of pages	1
7671	Co./Dept	004	Co.	Acme	Phone #	437-4529
	Fax #	873-6555	Fax #			88



Stephen J. Smith

DIRECTOR, DEPARTMENT OF INDUSTRIAL RELATIONS

BETA Risk Management Authority ("BETARMA")
A Public Entity
AMENDMENT
SUPPLEMENTAL MEMBER - GENERAL LIABILITY ONLY

Certificate Number: HCL-14-067	Amendment No.: H212-07
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Issued to: Alameda Health System		
Effective Date: 07/01/14 at 12:01 a.m.	Expiration Date: 07/01/15 at 12:01 a.m.	Additional Contribution: Per Contract

It is understood and agreed that coverage afforded by Section 3 (Bodily Injury and Property Damage Liability) and Section 4 (Personal Injury, Advertising Injury and Discrimination Liability) of this Contract is extended to:

Alameda County Public Health Department, its officers, agents, and employees

as a Supplemental Member pursuant to Section 7.2, but only for legal liability arising out of the acts, errors or omissions of the Named Member or a Subsidiary solely in the performance of the following contract with the Named Member or Subsidiary:

Ryan White Program Grant #PHG08HA60100

This Amendment does not extend coverage for the acts, errors or omissions of *Alameda County Public Health Department, its officers, agents, and employees*.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative of BETARMA

BETA Risk Management Authority ("BETARMA")
A Public Entity

CERTIFICATE OF COVERAGE

This is to certify that Healthcare Entity Comprehensive Liability Policy Coverage is in effect for the Insured named below, subject to the provisions of the Policy designated.

PRODUCER: James & Gable Insurance Brokers
1660 Olympic Blvd., Suite 325, Walnut Creek, CA 94596 Tel: 925-943-3264

NAMED MEMBER: Alameda Health System

COVERAGE: Evidence of General Liability coverage is extended to Alameda County Public Health Department, its officers, agents, and employees as supplemental member(s) as pertaining to the Ryan White Program Grant #PHG08HA60100.

Certificate Number: HCL-14-067

Effective Date 7/1/14 at 12:01 a.m.
Expiration Date 7/1/15 at 12:01 a.m.
Retroactive Date 7/1/98 at 12:01 a.m.
Coverage Type Professional Liability - Claims made and reported
General Liability - Occurrence

Healthcare Entity Comprehensive Liability Coverage

LIMITS OF LIABILITY

\$1,000,000 Per Claim
\$1,000,000 Aggregate Per Contract Period

DEDUCTIBLE

\$100,000 Per Claim
NONE Aggregate Per Contract Period

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the coverage contract.

CERTIFICATE HOLDER

Alameda County Public Health
Department
1106 Madison Street, Room 233
Oakland, CA 94607
Attention: Risk Management Unit

CANCELLATION

Should the above described Coverage Contract be canceled by BETARMA before the expiration date thereof, BETARMA will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but the failure to mail such notice shall impose no obligation or liability of any kind upon BETARMA, its agents or representatives.



Authorized Representative of BETARMA

BETA Risk Management Authority 1443 Danville Boulevard Alamo, CA 94507-1973 (925) 838-6070

BETA Risk Management Authority ("BETARMA")

A Public Entity

CERTIFICATE OF COVERAGE

This is to certify that Healthcare Entity Comprehensive Liability Policy Coverage is in effect for the Insured named below, subject to the provisions of the Policy designated.

BETA Risk Management Authority ("BETARMA")

A Public Entity

AMENDMENT
SUPPLEMENTAL MEMBER

Certificate Number:

AL-14-067

Amendment No.:

A405-05

Issued to: Alameda Health System

Effective Date: 07/01/14 at 12:01 a.m.

Expiration Date: 07/01/15 at 12:01 a.m.

Additional Contribution: Per Contract

It is understood and agreed that:

Alameda County Public Health Department, its officers, agents, and employees is added to this Contract as a **Supplemental Member**, but only for legal liability arising from the use of **Covered Auto(s)** by the **Named Member** or its **Subsidiary** with respect to the following:

Ryan White Program Grant #PHG08HA60100

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative of BETARMA

BETA Risk Management Authority ("BETARMA")

A Public Entity

CERTIFICATE OF COVERAGE

This is to certify that Automobile Policy Coverage (including Scheduled Autos/Hired Autos/Non-Owned Autos) is in effect for the Insured named below, subject to the provisions of the Policy designated.

PRODUCER: James & Gable Insurance Brokers

1660 Olympic Blvd., Suite 325, Walnut Creek, CA 94596 Tel: 925-943-3264.

NAMED MEMBER: Alameda Health System

COVERAGE: Evidence of Auto Liability coverage is extended to Alameda County Public Health Department, its officers, agents, and employees as supplemental member(s) as pertaining to the Ryan White Program Grant #PHG08HA60100.

Policy Number: AL-14-067

Effective Date 7/1/14 at 12:01 a.m.

Expiration Date 7/1/15 at 12:01 a.m.

Coverage Type Occurrence

Automobile Liability And Physical Damage Coverage Contract

LIMITS OF LIABILITY

\$1,000,000 Each Accident, Combined Single Limit

The Combined Single Limit is subject to the following coverage limits:

Bodily Injury and Property Damage Liability	\$1,000,000 Each Accident
Uninsured/Underinsured Motorist	\$1,000,000 Each Accident
Medical Payments	\$5,000 Each Accident

DEDUCTIBLE

Comprehensive	\$250 Each Loss
Collision	\$500 Each Loss

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the coverage contract.

CERTIFICATE HOLDER

Alameda County Public Health
Department
1106 Madison Street, Room 233
Oakland, CA 94607
Attention: Risk Management Unit

CANCELLATION

Should the above described Coverage Contract be canceled by BETARMA before the expiration date thereof, BETARMA will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but the failure to mail such notice shall impose no obligation or liability of any kind upon BETARMA, its agents or representatives.



Authorized Representative of BETARMA

BETA Risk Management Authority 1443 Danville Boulevard Alamo, CA 94507-1973 (925) 838-6070

BETA Risk Management Authority ("BETARMA")
A Public Entity

CERTIFICATE OF COVERAGE

This is to certify that Automobile Policy Coverage (including Scheduled Autos/Hired Autos/Non-Owned Autos) is in effect for the Insured named below, subject to the provisions of the Policy designated.

EXHIBIT D
AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ___. 210 of OMB Circular A-133 and which expend annual Federal awards of

1. \$500,000 or more must have a single audit in accordance with § ___.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ___.235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ___.230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and Alameda County Medical Center ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.

H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.

I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.

J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.

K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, 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 the Agreement.

L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).

M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations

under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- ~~C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.~~

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for

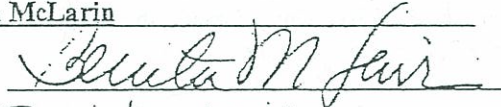
all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Benita McLarin

By (Signature):



Print Name:

Benita McLarin

Title:

Vice President of Ambulatory Services