

**COUNTY OF MONTEREY STANDARD AGREEMENT  
(MORE THAN \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Community Hospital of the Monterey Peninsula,  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide** HIV medical care and treatment services including, but not limited to, outpatient/ambulatory medical care, oral and mental health services and emergency financial services for access to antiretroviral medications.

**2.0 PAYMENT PROVISIONS.**

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 257,625.00.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from July 1, 2013 to March 31, 2017, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

- Exhibit A.1 Ryan White Part B Budget & Operations Guidance FY 1013-14
- Exhibit A.1 Outpatient Immunology Services (OPIS) Budget FY 2013-14
- Exhibit A.2 OPIS Expenditure Detail FY 2013-14
- Exhibit A.3 OPIS HIV Care Program Narrative Report
- Exhibit B Business Associate Agreement

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS.

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance**, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02-99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.**

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Ray Bullick, Director of Health or designee	Donna Sabovik, Contracts Associate
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	PO Box HH Monterey, CA 93942
Address	Address
(831) 755-4526	(831) 622-2716
Phone	Phone

## 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.



- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

By: Stacy Gault  
Deputy County Counsel

Date: 6/14/13

Approved as to Fiscal Provisions<sup>2</sup>

By: [Signature]  
Auditor/Controller

Date: 6-19-13

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

Community Hospital of the Monterey Peninsula  
Contractor's Business Name\*

By: [Signature]  
(Signature of Chair, President, or Vice-President)\*

Steven Packer MD / President  
Name and Title

Date: JUNE 9 / 2013

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

LAURA ZEMM CFO  
Name and Title

Date: JUNE 5, 2016

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup> Approval by County Counsel is required

<sup>2</sup> Approval by Auditor-Controller is required

<sup>3</sup> Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9



RYAN WHITE PART B  
BUDGET & OPERATIONS  
GUIDANCE

*HIV Care Program  
&  
Minority AIDS Initiative*

*(Funding Year 2013 – 2014)*

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## **INTRODUCTION**

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The California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA) is pleased to provide the Ryan White (RW) Part B Program Guidance for the HIV Care Program (HCP) and the Minority AIDS Program (MAI), Funding Year 2013-2014. Due to the realignment of contracts from the State Fiscal Year to the Federal Funding Year (FFY), this guidance is for July 1, 2013 through March 31, 2014 (nine months). OA will complete new three year term contracts in FFY 2014 for April 1, 2014 through March 31, 2017.

As the State grantee for RW Part B, OA allocates those funds for the administration of HCP and MAI through contracts with local health jurisdictions (LHJs) and community based organizations (CBOs) for the provision of medical and support services to persons living with HIV/AIDS (PLWH/A). For Health Resources and Services Administration (HRSA) policy requirements and legislative updates refer to HRSA's website at <http://hab.hrsa.gov/manageyourgrant/policiesletters.html>. Federal laws prohibit the use of federal funds to attempt to influence, directly or indirectly, any change in laws, regulations or governmental rule at the federal, state or local level.

This Guidance is designed to provide Contractors and Service Providers with the technical assistance needed to ensure efficient administration of invoices, reports, budgets, and contract monitoring for HCP and MAI. When read online, this document provides hyperlinks to additional resource available on the Internet.

If you require further clarification or technical assistance, please contact your RW Part B Advisor. Contact information can be found on the OA website at <http://www.cdph.ca.gov/programs/aids/Documents/11MAD3cCareAdvisors.pdf>

## **SERVICE CATEGORIES**

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### ***HCP Allowable Services***

The HIV care services to be provided under HCP are consistent with HRSA-defined service categories. HRSA Core Medical and Support Service category definitions in this section can also be found in the HRSA Program Monitoring Standards (PMS).

<http://cdphinternet/programs/aids/Documents/HCPtBProgramMonitoring.pdf>

Additional guidance for RW Part B services that can be used to support Affordable Care Act (ACA) Outreach, Benefits Counseling, and Enrollment activities can be found at <http://hab.hrsa.gov/affordablecareact/outreachenrollment.html>.

### ***Tier I – Core Medical Services***

RW Part B prioritizes *Outpatient/Ambulatory Medical Care (OAMC)* as a Tier I service. If OAMC is not budgeted through Part B funding, Contractors must provide a written justification to explain how OAMC is being addressed within their LHJ. There are additional HRSA Core Medical Services allowable in Tier I, contained in the list below. Definitions of all allowable services are also included in this guidance.

- *AIDS Drug Assistance Program (ADAP)*
- *Local AIDS Pharmaceutical Assistance Program (LAPAP)*
- *Oral Health Services*
- *Early Intervention Services (EIS)*
- *Health Insurance Premium and Cost-sharing Assistance*
- *Home Health Care Services*
- *Home and Community-based Health Services*
- *Hospice Care*
- *Mental Health Services*
- *Medical Nutrition Therapy*
- *Medical Case Management Services*
- *Substance Abuse Treatment Services-Outpatient*

### ***Tier II – Support Services***

Tier II services support access to Tier I care, maintenance in Tier I care, and reduce the risk of treatment failure and/or HIV transmission. To provide the greatest flexibility to local providers, the following list of HRSA service categories included in Tier II of RW Part B is extensive and varied.

- *Case Management (non-medical)*
- *Child Care Services*
- *Emergency Financial Assistance*
- *Food Bank/Home-Delivered Meals*
- *Health Education/Risk Reduction*
- *Housing Services*
- *Legal Services*
- *Linguistic Services*
- *Medical Transportation Services*
- *Outreach Services*
- *Psychosocial Support Services*
- *Referral - Health Care/Supportive Services*
- *Rehabilitation Services*
- *Respite Care*
- *Substance Abuse Treatment Services (residential)*
- *Treatment Adherence Counseling*

HRSA Service Categories Tier I (Core Medical Services) and Tier II (Support Services) are available on OA's website, under 'Resources for Care Providers'.  
<http://www.cdph.ca.gov/programs/aids/Pages/tOACareProviders.aspx>.

## TIER I – CORE MEDICAL SERVICES

<p><b>Outpatient / Ambulatory Medical Care (Health Services)</b></p>	<p>The provision of professional diagnostic and therapeutic services rendered by a licensed physician, physician's assistant, clinical nurse specialist, or nurse practitioner in an outpatient setting (not a hospital, hospital emergency room, or any other type of inpatient treatment center), consistent with Public Health Service (PHS) guidelines and including access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.</p> <p>Allowable services include:</p> <ul style="list-style-type: none"> <li>• Diagnostic testing</li> <li>• Early intervention and risk assessment</li> <li>• Preventive care and screening</li> <li>• Practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions</li> <li>• Prescribing and managing of medication therapy</li> <li>• Education and counseling on health issues</li> <li>• Well-baby care</li> <li>• Continuing care and management of chronic conditions</li> <li>• Referral to and provision of HIV-related specialty care (includes all medical subspecialties even ophthalmic and optometric services).</li> </ul> <p>Note: As part of OAMC, may include the provision of laboratory tests integral to the treatment of HIV infection and related complications.</p>
<p><b>ADAP</b></p>	<p>Funding allocated to a State-supported ADAP that provides an approved formulary of medications to HIV-infected individuals for the treatment of HIV disease or the prevention of opportunistic infections, based on income guidelines.</p>
<p><b>LPAP</b></p>	<p>Provision of HIV/AIDS medications using a drug distribution system that has:</p> <ul style="list-style-type: none"> <li>• A client enrollment and eligibility process</li> <li>• Uniform benefits for all enrolled clients throughout the Consortium region</li> <li>• A drug formulary approved by the local advisory committee/board</li> <li>• A recordkeeping system for distributed medications</li> <li>• A drug distribution system</li> <li>• A system for drug therapy management.</li> </ul> <p>LPAP does not dispense medications as:</p> <ul style="list-style-type: none"> <li>• A result or component of a primary medical visit</li> <li>• A single occurrence of short duration (an emergency)</li> </ul>

	<ul style="list-style-type: none"> <li>• Vouchers to clients on an emergency basis.</li> </ul> <p>LPAP is a program:</p> <ul style="list-style-type: none"> <li>• Consistent with the most current HIV/AIDS Treatment Guidelines</li> <li>• Coordinated with the State's Part B ADAP</li> <li>• Implemented in accordance with requirements of the 340B Drug Pricing Program.</li> </ul> <p>Note: LPAPs are similar to ADAPs in that they provide medications for the treatment of HIV disease. However, LPAPs are not paid for with Part B funds "earmarked" for ADAP.</p>
<p><b>Oral Health Care</b></p>	<p>Includes diagnostic, preventive, and therapeutic dental care that is in compliance with dental practice laws, includes evidence-based clinical decisions that are informed by the American Dental Association Dental Practice Parameters, is based on an oral health treatment plan, adheres to specified service caps, and is provided by licensed and certified dental professionals.</p>
<p><b>EIS</b></p>	<p>Includes identification of individuals at points of entry and access to services and provision of:</p> <ul style="list-style-type: none"> <li>• HIV Testing and Targeted counseling</li> <li>• Referral services</li> <li>• Linkage to care</li> <li>• Health education and literacy training that enable clients to navigate the HIV system of care.</li> </ul> <p>Part B funds can only be used for HIV testing, provided all four components above are present, and only as necessary to supplement, not supplant, existing funding.</p> <p>Note: To support ACA, EIS referrals and linkages to care may include enrollment in Medicaid, Medicare, private insurance plans through the health insurance Marketplaces/Exchanges and benefits counseling. Services are generally provided to clients who are new to care.  <a href="http://hab.hrsa.gov/affordablecareact/outreachenrollment.html">http://hab.hrsa.gov/affordablecareact/outreachenrollment.html</a></p>
<p><b>Health Insurance Premium and Cost Sharing Assistance</b></p>	<p>Provides a cost-effective alternative to ADAP by:</p> <ul style="list-style-type: none"> <li>• Purchasing health insurance that provides comprehensive primary care and pharmacy benefits for low income clients that provide a full range of HIV medications</li> <li>• Paying co-pays (including co-pays for prescription eyewear for conditions related to HIV infection) and deductibles on behalf of the client</li> <li>• Providing funds to contribute to a client's Medicare Part D true out-of-pocket (TrOOP) costs.</li> </ul>



	<p><i>Important:</i> Grantees should refer to the HIV/AIDS Bureau (HAB) Policy Notice-07-05, "The Use of RW HIV/AIDS Program Part B ADAP Funds to Purchase Health Insurance."</p> <p><a href="http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html">http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html</a></p>
<b>Home Health Care Services</b>	<p>Services provided in the patient's home by licensed health care workers such as nurses; services exclude personal care and to include:</p> <ul style="list-style-type: none"> <li>• The administration of intravenous and aerosolized treatment</li> <li>• Parental feeding</li> <li>• Diagnostic testing</li> <li>• Other medical therapies.</li> </ul>
<b>Home and Community-Based Health Services</b>	<p>Skilled health services furnished in the home of an HIV-infected individual, based on a written plan of care prepared by a case management team that includes appropriate health care professionals.</p> <p>Allowable services include:</p> <ul style="list-style-type: none"> <li>• Durable medical equipment</li> <li>• Home health aide and personal care services</li> <li>• Day treatment or other partial hospitalization services</li> <li>• Home intravenous and aerosolized drug therapy (including prescription drugs administered as part of such therapy)</li> <li>• Routine diagnostic testing</li> <li>• Appropriate mental health, developmental, and rehabilitation services</li> <li>• Specialty care and vaccinations for hepatitis co-infection, provided by public and private entities.</li> </ul> <p><i>Note:</i> Inpatient hospitals services, nursing home, and other long-term care facilities are not home- and community-based services.</p>
<b>Hospice Care</b>	<p>Provided by licensed hospice care providers to clients in the terminal stages of illness, in a home or other residential setting, including a non-acute-care section of a hospital that has been designated and staffed to provide hospice care for terminal patients.</p> <p>Allowable services:</p> <ul style="list-style-type: none"> <li>• Room</li> <li>• Board</li> <li>• Nursing care</li> <li>• Mental health counseling</li> <li>• Physician services</li> <li>• Palliative therapeutics.</li> </ul>
<b>Mental Health Services</b>	<p>Include psychological and psychiatric treatment and counseling services offered to individuals with a diagnosed mental illness, conducted in a group or individual setting, based on a detailed treatment plan, and provided by a mental health professional licensed or authorized within the</p>

	<p>State to provide such services, typically including, but not limited to, psychiatrists, psychologists, and licensed clinical social workers.</p>
<p><b>Medical Nutrition Therapy</b></p>	<p>Services including nutritional supplements provided outside of a primary care visit by a licensed registered dietitian; may include food provided pursuant to a physician's recommendation and based on a nutritional plan developed by a licensed registered dietitian.</p>
<p><b>Medical Case Management Services (Including Treatment Adherence)</b></p>	<p>Ensures timely and coordinated access to medically appropriate levels of health and support services and continuity of care, provided by trained professionals, including both medically credentialed and other health care staff who are part of the clinical care team, through all types of encounters including face-to-face, phone contact, and any other form of communication.</p> <p>Activities that include at least the following:</p> <ul style="list-style-type: none"> <li>• Initial assessment of service needs</li> <li>• Development of a comprehensive, individualized care plan</li> <li>• Coordination of services required to implement the plan</li> <li>• Continuous client monitoring to assess the efficacy of the plan</li> <li>• Periodic re-evaluation and adaptation of the plan at least every 6 months, as necessary.</li> </ul> <p>Service components that may include:</p> <ul style="list-style-type: none"> <li>• A range of client-centered services that link clients with health care, psychosocial, and other services, including benefits/entitlement counseling and referral activities assisting them to access other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturers' Patient Assistance Programs, and other State or local health care and supportive services)</li> <li>• Coordination and follow up of medical treatments</li> <li>• Ongoing assessment of the client's and other key family members' needs and personal support systems</li> <li>• Treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments</li> <li>• Client-specific advocacy and/or review of utilization of services.</li> </ul> <p><i>Note:</i> Medical case management is provided by dedicated professionals with nursing degrees, masters in social work, health care staff and, in some cases, no degree but with appropriate life experience. as stated in HRSA Care Action, November 2008:  <a href="http://hab.hrsa.gov/newspublications/careactionnewsletter/november200">http://hab.hrsa.gov/newspublications/careactionnewsletter/november200</a></p>

	<p><u>8.pdf</u></p> <p>For allowable uses of this service category to support ACA, refer to <a href="http://hab.hrsa.gov/affordablecareact/outreacherollment.html">http://hab.hrsa.gov/affordablecareact/outreacherollment.html</a>.</p>
<p><b>Substance Abuse Treatment Services (outpatient)</b></p>	<p>Provided by or under the supervision of a physician or other qualified/licensed personnel; may include use of funds to expand HIV-specific capacity of programs if timely access to treatment and counseling is not otherwise available.</p> <p>Services limited to the following:</p> <ul style="list-style-type: none"> <li>• Pre-treatment/recovery readiness programs</li> <li>• Harm reduction</li> <li>• Mental health counseling to reduce depression, anxiety, and other disorders associated with substance abuse</li> <li>• Outpatient drug-free treatment and counseling</li> <li>• Opiate assisted therapy</li> <li>• Neuro-psychiatric pharmaceuticals</li> <li>• Relapse prevention</li> <li>• Limited acupuncture services with a written referral from the client's primary health care provider, provided by certified or licensed practitioners wherever State certification or licensure exists.</li> </ul> <p>Services provided must include a treatment plan that calls only for allowable activities and includes:</p> <ul style="list-style-type: none"> <li>• The quantity, frequency, and modality of treatment provided</li> <li>• The date treatment begins and ends</li> <li>• Regular monitoring and assessment of client progress</li> <li>• The signature of the individual providing the service and or the supervisor as applicable.</li> </ul> <p><i>Note:</i> Includes limited support of acupuncture services to HIV-positive clients provided the client has received a written referral from his or her primary health care provider and the service is provided by certified or licensed practitioners and/or programs, wherever State certification or licensure exists. As stated in the HRSA Policy Notice 10-02.</p> <p><a href="http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html">http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html</a></p>

**TIER II – SUPPORT SERVICES**

<p><b>Case Management (non-medical)</b></p>	<p>Services that provide advice and assistance to clients in obtaining medical, social, community, legal, financial, and other needed services.</p> <p>May include:</p> <ul style="list-style-type: none"> <li>• Benefits/entitlement counseling and referral activities to assist eligible clients to obtain access to public and private programs for which they may be eligible</li> <li>• All types of case management encounters and communications (face-to-face, telephone contact, other)</li> <li>• Transitional case management for incarcerated persons as they prepare to exit the correctional system.</li> </ul> <p>Note: Does not involve coordination and follow up of medical treatments.</p> <p>Note: Supports Transitional Case Management for incarcerated persons as they prepare to exit the correctional system.  <a href="http://hab.hrsa.gov/affordablecareact/outreachenrollment.html">http://hab.hrsa.gov/affordablecareact/outreachenrollment.html</a>.</p>
<p><b>Child Care Services</b></p>	<p>For children of HIV-positive clients, provided intermittently, only while the client attends medical or other appointments or Ryan White HIV/AIDS Program-related meetings, groups, or training sessions.</p> <p>May include use of funds to support:</p> <ul style="list-style-type: none"> <li>• A licensed or registered child care provider to deliver intermittent care</li> <li>• Informal child care provided by a neighbor, family member, or other person (with the understanding that existing Federal restrictions prohibit giving cash to clients or primary caregivers to pay for these services).</li> </ul> <p>Such allocations to be limited and carefully monitored to assure:</p> <ul style="list-style-type: none"> <li>• Compliance with the prohibition on direct payments to eligible individuals</li> <li>• Assurance that liability issues for the funding source are carefully weighed and addressed through the use of liability release forms designed to protect the client, provider, and the Ryan White Program.</li> </ul> <p>May include Recreational and Social Activities for the child, if provided</p>

	<p>in a licensed or certified provider setting including drop-in centers in primary care or satellite facilities. (Excludes use of funds for off-premise social/ recreational activities.)</p>
<p><b>Emergency Financial Assistance (EFA)</b></p>	<p>Essential services including utilities, housing, food (including groceries, food vouchers, and food stamps), or medications, provided to clients with limited frequency and for limited periods of time, through either:</p> <ul style="list-style-type: none"> <li>• Short-term payments to agencies</li> <li>• Establishment of voucher programs.</li> </ul> <p>Direct cash payments to clients are not permitted.</p> <p><i>Note:</i> It is expected that all other sources of funding in the community for emergency assistance will be effectively utilized and that any allocation of RW HIV/AIDS Program funds to these purposes will be the payer-of-last-resort, and for limited amounts, use and periods of time. Continuous provision of an allowable service to a client should be reported in the applicable service category, as stated in the HAB Policy Notice 10-02.</p> <p><a href="http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html">http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html</a></p>
<p><b>Food Bank/ Home-Delivered Meals</b></p>	<p>May include:</p> <ul style="list-style-type: none"> <li>• The provision of actual food items</li> <li>• Provision of hot meals</li> <li>• A voucher program to purchase food.</li> </ul> <p>May also include the provision of non-food items that are limited to:</p> <ul style="list-style-type: none"> <li>• Personal hygiene products</li> <li>• Household cleaning supplies</li> <li>• Water filtration/purification systems in communities where issues with water purity exist.</li> </ul> <p>Appropriate licensure/certification for food banks and home delivered meals where required under State or local regulations.</p> <p>No funds used for:</p> <ul style="list-style-type: none"> <li>• Permanent water filtration systems for water entering the house</li> <li>• Household appliances</li> <li>• Pet foods</li> <li>• Other non-essential products.</li> </ul>

<p><b>Health Education/ Risk Reduction</b></p>	<p>Services that educate clients living with HIV about HIV transmission and how to reduce the risk of HIV transmission.</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Provision of information about available medical and psychosocial support services</li> <li>• Education on HIV transmission and how to reduce the risk of transmission</li> <li>• Counseling on how to improve their health status and reduce the risk of HIV transmission to others.</li> </ul> <p>Note: Syringe Exchange Programs are no longer RW federally funded. See letter dated March 29, 2012 at: <a href="http://www.cdc.gov/hiv/resources/guidelines/PDF/SEC523.pdf">http://www.cdc.gov/hiv/resources/guidelines/PDF/SEC523.pdf</a></p> <p>For allowable uses of this service category to support ACA, refer to <a href="http://hab.hrsa.gov/affordablecareact/outreachenrollment.html">http://hab.hrsa.gov/affordablecareact/outreachenrollment.html</a>.</p>
<p><b>Housing Services</b></p>	<p>Short-term assistance to support emergency, temporary, or transitional housing to enable an individual or family to gain or maintain medical care. Use of funds for:</p> <ul style="list-style-type: none"> <li>• Housing that provides some type of medical or supportive services such as residential mental health services, foster care, or assisted living residential services</li> <li>• Housing that does not provide direct medical or supportive services</li> <li>• Housing-related referral services that include assessment, search, placement, advocacy, and the fees associated with them.</li> </ul> <p>No use of funds for direct payments to recipients of services for rent or mortgages.</p> <p>Note: A 24-month cumulative cap on short-term and emergency housing assistance has been rescinded pending completion of a comprehensive review of HRSA/HAB housing policy.</p> <p>Note: Housing funds cannot be in the form of direct cash payments to recipients and cannot be used for mortgage payments. Permanent living situations are not funded under this service category, for permanent housing options refer to Housing Opportunity for People with HIV/AIDS. As stated in the HAB Policy Notice 11-01. <a href="http://hab.hrsa.gov/manageyourgrant/files/policy1101.pdf.pdf">http://hab.hrsa.gov/manageyourgrant/files/policy1101.pdf.pdf</a></p>
<p><b>Legal Services</b></p>	<p>Provided for an HIV-infected person to address legal matters directly necessitated by the individual's HIV status.</p> <p>May include such services as (but not limited to):</p>

	<ul style="list-style-type: none"> <li>• Preparation of Powers of Attorney and Living Wills</li> <li>• Interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under RW.</li> </ul> <p>Permanency planning and for an individual or family where the responsible adult is expected to pre-decease a dependent (usually a minor child) due to HIV/AIDS; includes the provision of social service counseling or legal counsel regarding (1) the drafting of wills or delegating powers of attorney, (2) preparation for custody options for legal dependents including standby guardianship, joint custody, or adoption.</p> <p>Excludes:</p> <ul style="list-style-type: none"> <li>• Criminal defense</li> <li>• Class-action suits unless related to access to services eligible for funding under the RW HIV/AIDS Program.</li> </ul>
<b>Linguistic Services</b>	<p>Includes interpretation (oral) and translation (written) services, provided by qualified individuals as a component of HIV service delivery between the provider and client, when such services are necessary to facilitate communication between the provider and client and/or support delivery of RW-eligible services.</p>
<b>Medical Transportation Services</b>	<p>Enables an eligible individual to access HIV-related health and support services, including services needed to maintain the client in HIV medical care, through either direct transportation services or vouchers or tokens.</p> <p>May be provided through:</p> <ul style="list-style-type: none"> <li>• Contracts with providers of transportation services</li> <li>• Voucher or token systems</li> <li>• Use of volunteer drivers(through programs with insurance and other liability issues specifically addressed)</li> </ul> <p>Purchase or lease of organizational vehicles for client transportation programs, provided the grantee receives prior approval for the purchase of a vehicle.</p>
<b>Outreach Services</b>	<p>Identify individuals who do not know their HIV Status and/or individuals who know their status and are not in care and help them to learn their status and enter care.</p> <p>Outreach programs must be:</p> <ul style="list-style-type: none"> <li>• Planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort</li> <li>• Targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection</li> </ul>

	<ul style="list-style-type: none"> <li>• Targeted to communities or local establishments that are frequented by individuals exhibiting high-risk behavior</li> <li>• Conducted at times and in places where there is a high probability that individuals with HIV infection will be reached</li> <li>• Designed to provide quantified program reporting of activities and results to accommodate local evaluation of effectiveness.</li> </ul> <p><i>Note:</i> Outreach services do not include HIV counseling and testing or HIV prevention education. Broad activities such as providing "leaflets at a subway stop" or "a poster at a bus shelter" or "tabling at a health fair" would not meet the intent of the law. As stated in HAB Policy Notice 12-01.</p> <p><a href="http://hab.hrsa.gov/manageyourgrant/pinspals/outreachpolicy2012.pdf">http://hab.hrsa.gov/manageyourgrant/pinspals/outreachpolicy2012.pdf</a></p> <p>For allowable uses of this service category to support ACA, refer to <a href="http://hab.hrsa.gov/affordablecareact/outreachenrollment.html">http://hab.hrsa.gov/affordablecareact/outreachenrollment.html</a>.</p>
<p><b>Psychosocial Services</b></p>	<p>May include:</p> <ul style="list-style-type: none"> <li>• Support and counseling activities</li> <li>• Child abuse and neglect counseling</li> <li>• HIV support groups</li> <li>• Pastoral care/counseling</li> <li>• Caregiver support</li> <li>• Bereavement counseling</li> <li>• Nutrition counseling provided by a non-registered dietitian.</li> </ul> <p>Refer to PMS, page 37.  <a href="http://cdphinternet/programs/aids/Documents/HCPPTBProgramMonitoring.pdf">http://cdphinternet/programs/aids/Documents/HCPPTBProgramMonitoring.pdf</a></p> <p><i>Note:</i> Pastoral care / counseling are services that are:</p> <ul style="list-style-type: none"> <li>• Provided by an institutional pastoral care program (e.g., components of AIDS interfaith networks, separately incorporated pastoral care and counseling centers, components of services provided by a licensed provider, such as a home care or hospice provider).</li> <li>• Provided by a licensed or accredited provider wherever such licensure or accreditation is either required or available.</li> <li>• Available to all individuals eligible to receive RW services, regardless of their religious denominational affiliation.</li> </ul> <p><a href="http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html">http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html</a></p>



<p><b>Referral for Health Care / Supportive Services</b></p>	<p>The act of directing a client to a service in person or through telephone, written, or other types of communication, including the management of such services where they are not provided as part of Ambulatory/Outpatient Medical Care or Case Management services.</p> <p>May include benefits/entitlement counseling and referral to refer or assist eligible clients to obtain access to other public and private programs for which they may be eligible, e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturers' Patient Assistance Programs, and other State or local health care and supportive services.</p> <p>Referrals may be made:</p> <ul style="list-style-type: none"> <li>• Within the Non-medical Case Management system by professional case managers</li> <li>• Informally through community health workers or support staff</li> <li>• As part of an outreach program</li> </ul> <p>For allowable uses of this service category to support ACA, refer to <a href="http://hab.hrsa.gov/affordablecareact/outreachenrollment.html">http://hab.hrsa.gov/affordablecareact/outreachenrollment.html</a>.</p>
<p><b>Rehabilitation Services</b></p>	<p>Services intended to improve or maintain a client's quality of life and optimal capacity for self-care, provided by a licensed or authorized professional in an outpatient setting in accordance with an individualized plan of care.</p> <p>May include:</p> <ul style="list-style-type: none"> <li>• Physical and occupational therapy</li> <li>• Speech pathology services</li> <li>• Low-vision training.</li> </ul>
<p><b>Respite Care</b></p>	<p>Includes non-medical assistance for an HIV-infected client, provided in community or home-based settings and designed to relieve the primary caregiver responsible for the day-to-day care of an adult or minor living with HIV/AIDS.</p> <p>Note: Funds may be used to support informal respite care provided issues of liability are addressed, payment made is reimbursement for actual costs, and no cash payments are made to clients or primary caregivers.</p>

<p><b>Substance Abuse Treatment Services (residential)</b></p>	<p>Addresses substance abuse problems (including alcohol and /or legal and illegal drugs) in a short-term residential health service setting.</p> <p>Requirements:</p> <ul style="list-style-type: none"> <li>• Services to be provided by or under the supervision of a physician or other qualified personnel with appropriate and valid licensure and certification by the State in which the services are provided</li> <li>• Services to be provided in accordance with a treatment plan</li> <li>• Detoxification to be provided in a separate licensed residential setting (including a separately-licensed detoxification facility within the walls of a hospital)</li> <li>• Limited acupuncture services permitted with a written referral from the client's primary health care provider, provided by certified or licensed practitioners wherever State certification or licensure exists.</li> </ul> <p><i>Note:</i> Funds may not be used for inpatient detoxification in a hospital setting. Substance Abuse Services include limited support of acupuncture services to HIV-positive clients provided the client has received a written referral from his or her primary health care provider, and the service is provided by a certified or licensed practitioner and/or program, wherever the State certification or licensure exists. As stated in HAB Policy Notice 10-02.</p> <p><a href="http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html">http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html</a></p>
<p><b>Treatment Adherence Counseling</b></p>	<p>The provision of counseling or special programs to ensure readiness for, and adherence to, complex HIV/AIDS treatments, provided by non-medical personnel outside of the Medical Case Management and clinical setting.</p>

HRSA Service Categories Tier I (Core Medical Services) and Tier II (Support Services) are available on OA's website, under 'Resources for Care Providers', located at <http://www.cdph.ca.gov/programs/aids/Pages/tOACareProviders.aspx>.

## ***MAI Allowable Services***

The overall goal of the RW Part B MAI program is to improve minority access to HIV/AIDS medications to treat HIV/AIDS and prevent opportunistic infection through the Part B ADAP and as appropriate to other programs providing prescription drug coverage. <http://hab.hrsa.gov/affordablecareact/outreachenrollment.html>. Allowable service categories under the RW Part B MAI program are Outreach and Treatment Education.

### **Outreach**

Outreach services should be conducted in times and in places where there is a high probability that persons of color and racial minorities with HIV infection will be reached. For the purpose of MAI funding, outreach is defined as those activities typically performed by an outreach worker that results in:

- *Identifying HIV-infected persons of color who have never been in care or who have been lost to HIV medical care;*
- *Removing barriers that have prevented access to HIV medical care; and*
- *Linking HIV-infected individuals to eligibility workers that can get these individuals into care and enrolled in ADAP.*

MAI outreach services do not include routine HIV counseling and testing or HIV prevention education. These services may be provided on a case-by-case basis for a specific MAI client only when the service is necessary to remove a barrier to care for that client.

Activities such as, providing leaflets at an outside public place or a poster at a bus shelter or tabling at a health fair is not allowable under this service category. Early Identification of Individuals with HIV/AIDS (EIIHA) activities can be reported under this service category and/or EIS.

### **Treatment Education**

For the purpose of MAI funding, Treatment Education is defined as providing health education, treatment adherence, and risk reduction information to HIV-infected persons of color. Information includes educating clients living with HIV about local eligibility workers (ADAP) and the importance of treatment adherence.

## **QUARTERLY NARRATIVE REPORTS**

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The Quarterly Narrative Report is required and provides an opportunity for Contractors to describe general accomplishments, to raise issues or concerns, and to request any technical assistance and/or training needs and the current form is on the OA website. <http://cdphinternet/programs/aids/Pages/HCPForms.aspx>

Quarterly Narrative Report due dates, as well as Quarterly Invoicing due dates are provided on the following table:

<b>REPORT PERIODS</b>	<b>DUE DATES</b>
JULY 1 – SEPTEMBER 30	NOVEMBER 15
OCTOBER 1 – DECEMBER 31	FEBRUARY 15
JANUARY 1 – MARCH 31	MAY 15

If the due date falls on a weekend, the Quarterly Narrative Reports are due the following business day.

## **BUDGETS**

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The OA uses the HRSA approved State Direct Services Category to allocate Part B funds to LHJs and CBOs. This allows the contractor the maximum flexibility when prioritizing Part B funds.

Budget forms for FFY 2013-14 services must be submitted as instructed in this guidance. Contractors are required to maintain accurate, detailed records of services and expenditures associated with HCP and MAI funds. It may be necessary to estimate the number of clients who are eligible for other programs in order to more accurately estimate budgeted funds for each service category.

Finalized budgets must be submitted electronically to the assigned RW Part B Advisor. Contractors should contact their assigned RW Part B Advisor for assistance and questions regarding this guidance.

**Note:**

- *MAI allocations, if applicable, are **not** to be combined in the HCP budget and are to be submitted using separate MAI budget forms.*
- *Contractors and Service Providers must consider budgeting for service categories that represent unmet need in their LHJ and assure that Part B funds are used as payer of last resort*

## **ALLOCATIONS**

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The Single Allocation Model is an administratively streamlined model for providing care and support funds to local providers. Based on the specific needs, appropriateness, and capacity at the county level, OA contracts with either the county health department or a CBO as the single Contractor in a given LHJ.

## **BUDGET INSTRUCTIONS AND DEFINITIONS**

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Contractors should consider the impact of the ACA on program services for FFY 2013-14 when developing budgets. Services funded in the past may not need to be funded at the same level as some RW clients will transition to other programs. OA expects Contractors to assess any savings in Outpatient Ambulatory Medical Services and redirect funds to other HRSA allowable Tier I or Tier II categories of services that represent highest need. Please remember budgets for FFY 2013-14 contracts are for nine months as we transition from the State Fiscal Year.

Below are instructions on how to complete budget documents:

1. Work closely with your RW Part B Advisor to ensure the submitted budget is accurate and will require minimal changes when the final budget is submitted;
2. Complete all budget forms, including filling out all check boxes;
3. Include all contact information including billing address, if it differs from the mailing address;
4. Include the Contractor and Provider DUNS # where indicated;
5. Round all figures to the nearest whole dollar;
6. Provide description/explanation of all **non-personnel** funds to show the activities those funds will be used for;
7. Provide contracted and subcontracted service provider agency locations/addresses where client charts are case managed and screened for eligibility;
8. Submit budget forms to your RW Part B Advisor on or before each specified due date; and
9. Refer to the instructions below to complete the budget documents identified in the corresponding tab on the Excel spreadsheet.

*Document Checklist:* The Document Checklist (and MAI Document Checklist, if applicable) must be completed by the Contractor to certify that all required budget documents have been accurately completed and submitted in a timely manner as per OA's RW Part B deadlines.

*Contractor Agency Location List (when Contractor is also the Service Provider):* List all Contractor Agency locations where Contractor provides direct services. If Contractor is a Fiscal Agent only and subcontracts out direct services, indicate Fiscal Agent Not Applicable below. This is required for scheduling annual site visits and completing the annual HRSA RW Services Report (RSR). Identify all Administrative Agency Offices where client charts reside for case management and eligibility screening documentation is included.

*Service Provider Agency Location List (Include sub-subcontractors when initial subcontracted Service Provider is a Fiscal Intermediary only):* List all subcontracted Service Provider Agency Locations. If Service Provider is a fiscal intermediary only, list all sub-subcontracted Service Provider Agency and locations. This information is required for scheduling annual site visits and completing the annual HRSA RSR. Identify all Administrative Agency Offices where client charts reside for case management and eligibility screening documentation is included.

*Contractor Contact Information:* The Contractor Contact Information (and MAI Contractor Contact Information) form provides RW Part B program with the Contractor's staff names responsible for daily programmatic and fiscal operations. Notify your assigned RW Part B Advisor of any changes to the Contractor's contact information.

### ***Five Line Item Budget Definitions***

All Contractors are required to submit a five line item budget for each funding year for the duration of the contract term with the understanding that individual line items (budget details) are submitted annually.

**Note:** Please be sure to use the forms provided with this guidance and note the changes to the Five Line Item Budget Form in the applicable items below.

Personnel Expenses (Salary) Includes LHJ or CBO staff costs, and are the sum of Contractor -Total Administrative Personnel/Salary (Form A), and Contractor's Total Personnel Expenses (Form E)/Salary, if the Contractor is also, listed as a Service Provider. New Change: Salaries and Benefits cannot be combined together and must be documented separately as a subset of Personnel.

**Note:** Please ensure that the **Contractor's Administrative Costs** and the Total Contractor Administrative Budget on Form A under Contractor Administrative Budget Summary, does **not exceed 10 percent** of the total administrative allocation.

Operating Expenses: Operating expenses are the Contractor's costs and are the sum of operating costs on Form A and operating costs on Contractor's Form D, if the Contractor is also a Service Provider.

Capital Expenses: Are the Contractor's costs and the sum of capital expenses (Form A) and capital expenses on Contractor's (Form D), if the Contractor is also listed as a Service Provider.

Other Costs: Includes the sum of the total Contractor's needs assessment budget on Form C, any non-personnel client services (e.g., transportation vouchers) on Contractor's Form D, including the total of subcontracted Client Service Provider budgets on Form D.

**Note:** New Change: Contractor Needs Assessments, Non-Personnel client services from Form D, and each subcontracted Client Service Provider budget amounts must be listed as a subset of *Other Costs* to support the total sum of *Other Costs*.

Indirect Costs: Are the Contractor's costs and the sum of Indirect Costs on Form A, and indirect costs on Contractor's Form D, if the Contractor is also listed as a Service Provider.

### ***Budget Detail Forms Definitions***

Budget Overview Form: Indicates how the total allocation of funds is distributed between the Contractor and Client Service Provider(s).

1. Enter the budget amounts for Client Service Provider Costs (whether provided by a Contractor and/or subcontracted agency).
2. The Contractor Costs and Needs Assessment Costs fields on the form will automatically update when Forms A and C are completed.
3. The Budget Overview Form must equal the total allocation

Form A - Contractor Administrative Budget Summary: Identifies the Contractor and itemizes expenses. Complete Form A as follows:

1. Complete the Total Administrative Personnel, Operating Expenses, and Indirect Costs;
2. Itemize any Operating Expenses or Indirect Costs;
3. Include a written justification, if using the Capital Expenses line item;
4. Ensure Indirect Costs do not exceed 15 percent of total Administrative Personnel Expenses;
5. The Total Administrative Personnel Expenses identified on Form A is equal to the sum of the Total Personnel Expenses on Form B; and
6. Ensure total Contractor administrative costs do not exceed 10 percent of the total allocation. The 10 percent calculation for the Contractors Administrative Budget on Form A will be calculated once the five line item budget form has been completed.

Form B - Contractor Administrative Personnel Detail: Contractor Administrative Personnel Detail identifies the personnel providing administrative services including staff salaries. Complete Form B as follows:

1. Complete Contractor information;
2. Describe the duties of each employee and including justification of job-required travel (e.g., training);
3. Complete either the "Annual Salary" or "Hourly Salary" box and the "Salary paid by this contract" box for each employee;
4. If travel is required, enter the estimated travel expense;
5. Enter the Benefits, if any, for each employee;
6. Make additional copies of this form if there are more than four employees; and
7. The Total Administrative Personnel Costs identified on Form A is equal to the sum of the Total Personnel Expenses on Form B.
8. **Note:** The new highlighted total line on the bottom of the form separating Total Personnel in to Total Salary and Total Benefits.

Form C - Needs Assessment Detail (not required or applicable for MAI): Contractors are required to conduct a full needs assessment at least once during the three-year contract period and is required as part of the Service Delivery Plan (SDP).



**Note:** Form C needs to be completed whether you are conducting the Needs Assessment directly or through a subcontracted agency.

*Form C must include the following:*

1. Describe the duties of the person conducting the Needs Assessment and include details about any travel associated with the Needs Assessment;
2. Ensure the total Needs Assessment budget does not exceed 5 percent of the total contract allocation;
3. Ensure the contract start date corresponds with the actual date the work begins on the Needs Assessment; and
4. Report the Needs Assessment costs under "Other Costs" on the five line item budget.

**Note:** A copy of the Needs Assessment must be sent to your RW Part B Advisor within 45 days of completion. Contractors in Eligible Metropolitan Areas (EMA) or Transitional Grant Areas (TGA) can submit their Planning Council's Comprehensive Plan in lieu of the SDP (and Needs Assessment). The use of RW Part B funds is prohibited for the Needs Assessment when a Comprehensive Plan is submitted.

*Form D - Client Service Provider Budget Summary:* Provides information regarding the estimated number of clients to be served, the costs of administrative and direct client services, and indirect and operating expenses.

**Note:** Form D is required for each Client Service Provider, whether services are subcontracted or provided by the Contractor.

*Form D must include the following:*

1. The Client Service Costs completed with the exact HRSA category as allowable for HCP Tier I Core Medical Services and Tier II Support Services (MAI service categories, if applicable). (Click the drop-down box under Services and select the appropriate category.);
2. Include the personnel and non-personnel amounts for each category (for example, Outpatient/Ambulatory Medical Care may have personnel costs as well as non-personnel costs such as labs;
3. A copy of the policy and tracking method if funding Emergency Financial Assistance;
4. The estimated number of unduplicated clients to be served; and
5. The Administrative Personnel Expense, Operating, Capital, and Indirect Expense categories as instructed in the Definitions for Budget Documents.
6. **Note:** *New column* RW Program Part B – Payer of Last Resort, please describe how part B funds are used as a payer of last resort for this

HRSA Service Category by identifying other funding sources paying for the same service. The explanation must also include the percent Part B funding represents or is being utilized as Payer of Last Resort. *(Ex: If funding OAMC using funds from Part A and B, the description may read funded by Part A and Part B of which Part B funding backfills 10% of OAMC costs).*

**Note:** Written justifications, to be approved by RW Part B Advisor, must be provided for the following items:

1. Non-personnel amounts submitted to explain what those amounts are going to be used for;
2. Service Provider's administrative costs exceed 10 percent of the Service Provider's allocation;
3. Capital Expense line item is greater than zero (see Definitions for Budget Documents); and
4. Client Service Provider was sole sourced.

*Form E - Client Service Provider Personnel Detail:* This form provides information on administrative staff and staff that provides services directly to clients. Form E is required for each Client Service Provider, whether services are subcontracted or provided by the Contractor.

Form E must include the following:

1. Describe the duties of each employee;
2. Include details about job-required travel (e.g., client-related travel, training, etc.);
3. Complete two position sections for any staff whose duties are split between Administrative and Direct Client Service and "yes" or "no" under "Is this an administrative position?";
4. Use State's per diem reimbursement rates to estimate travel expenses;
5. Provide "Annual Salary", the "Total FTE" the "Salary paid by this contract", along with "Travel" and "Benefits" (if applicable) for each employee;
6. Enter exact name of HRSA Client Service Category provided by employee (click on the drop-down box next to "HRSA Service Category" and select the appropriate service category or click on "N/A - Administrative Position" for administrative staff); and
7. Make additional copies of this form if there are more than four employees.

- Note the new highlighted line on the bottom of the form separating Total Personnel in to Total Salary and Total Benefits.

Form F --Service Provider Subcontractor: This form provides information on subcontracted Service Providers who utilize subcontracts to fund other entities to provide RW Part B services. This form must be duplicated and completed for each entity.

Non-Personnel Information: Service Provider Non-Personnel funds provided on Form D and F need to be explained here. Provide an explanation to describe what is included in the Non-Personnel expenses that require RW Part B funds. List services, providers, and allocations in the new column should correspond with Form D.

EIHA Strategy/Plan: All HCP Contractors are required to submit an EIHA strategy/plan or written justification.

All EIHA activities should be reported under EIS and/or Outreach service categories. If the services needed to implement an EIHA strategy/plan are funded by another source other than HCP, list funding sources associated with each EIHA activity. Contractors who are able to budget and demonstrate that they are providing EIHA activities through other funding, such as RW Part A, Part C, and the Centers for Disease Control (CDC) Prevention, may not have to use HCP to budget for EIHA.

All Contractors should consider the following regarding EIHA:

- Satisfy EIHA through CDC's Prevention funding;
- Satisfy EIHA through HCP in either EIS and/or Outreach;
- Satisfy EIHA through other RW funding sources such as, Part A, Part C, etc.
- Address how EIHA activities are being met through HCP within the LHJ by providing an EIHA strategy/plan; and
- Address why EIHA activities are not a focus within the LHJ by providing a written justification.

Explanation for not Providing Outpatient/Ambulatory Care with HCP Funds:

The explanation must include where clients in your service area are receiving their Outpatient/Ambulatory Care.

### ***Additional Requirements for Contractors receiving RW Part A funds***

For contractors that are funded by Part A and Part B and are budgeting for services that are covered by both Part A and B, the Part B budget for the dually funded service must

indicate the percent of funding that Part B represents. Specify the percentage of the award that is Part B and Part A on your submitted Budget Forms - Form D, in the new column named "RW Program Part B - Payer of Last Resort Assessment/Comments."

Make sure that all invoices accurately reflect Part B expenditures and OA receives only Part B invoices. If both Part A and B funds are used to fund the same service for the same patient population, you need to implement a formula to draw down both Part A and Part B funds at the same time. The percentage of funds that are expended by Part B should be based on the percentage of Part B funds allocated for the entire service category.

**Note:** OA recommends contractors funded by Part A and Part B to budget separate services, and only use Part B funding for services not covered by Part A. Additionally, Part B administrative funds should only be used to cover any additional administrative costs which are not covered by the Part A; administrative Part A and Part B funds need to be tracked and reported separately.

### ***Line Item Shifts and Budget Revisions***

Contractors should continuously assess their budgets and shift money based on expenditures and need. Line Item Shifts and Budget Revisions can occur quarterly to assist Contractors in moving funds to accommodate the service needs of their LHJs.

*Line Item Shifts (five line budget):* Contractors are allowed line item shifts up to **15 percent**, if it does not increase or decrease the annual contract total amount. Additionally, Contractors are allowed to revise dollar amounts, personnel, service categories, and service provider information as needed. In order to make a line item shift and/or budget revision, the Contractors are required to submit required budget documents to their RW Part B Advisor.

*Budget Revisions (service categories):* Service Provider subcontracted dollar amounts are reported in the "Other Costs" line item and, therefore, are not considered line item changes. Service Providers that are subcontracted must notify the Contractor of any budget shifts or changes in services, allocations, and/or personnel. It is the responsibility of the Contractor to notify their assigned OA RW Part B Advisor, and provide a revised budget packet, before the budget revisions can be implemented.

#### **Note:**

- *The revised budget packet must include all previously approved Budget Forms and required changes should be in different color for easy identification, showing each line item that has been impacted, a revised Summary Tracking form, and a justification for the revision.*
- *Changes, additions, and/or deletions of Service Providers and/or of any Personnel must also be submitted as a budget revision to your assigned RW*

*Part B Advisor. This information will be used to update the services for each provider's RW "contract" in the AIDS Regional Information and Evaluation System (ARIES).*

- *ARIES contracts must mirror the most recent budgets so that providers collect and report their funded services on their annual RSR.*

## **INVOICE SUBMITTAL REQUIREMENTS**

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Contractors must submit invoices for reimbursement of expenses incurred on a monthly or quarterly basis. Invoices must be based on actual expenses incurred within the month/quarter specified, and the expenses claimed must be from the approved budget.

Signed electronic PDF copies of invoices are due to RW Fiscal Analyst, [Ivo.Klemes@cdph.ca.gov](mailto:Ivo.Klemes@cdph.ca.gov), **45 days** following the end of each billing period. When submitting invoices to OA, contractors are required to include the HCP or MAI Summary Tracking Form which provides data required by HRSA for OA reporting.

**Note:** Information from the HCP Financial Report is now reported in HCP Summary Tracking. Therefore, separate Quarterly Financial Reports for HCP and MAI are no longer required.

## **COMPLIANCE PERFORMANCE MONITORING**

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The goal of contract monitoring is to ensure compliance with State and Federal programmatic and fiscal requirements. OA is committed to providing technical assistance to Contractors and Service Providers to ensure continued compliance to monitoring requirements.

In 2011, HRSA implemented National Monitoring Standards (NMS) for performance measures. The NMS is designed to help RW Part B Program meet federal requirements for program and fiscal management, monitoring, and reporting to improve program efficiency and responsiveness.

The requirements set forth have been consolidated into a single monitoring tool that provides direction and advice to HCP and MAI Contractors for monitoring both their own work and the performance of Service Providers. Contractors who subcontract out some or all services to other providers are required to monitor the performance of their

subcontractors / service providers for compliance in accordance with this guidance and the NMS. Contractors are to use the OA monitoring tool when completing annual site visits of their subcontractors / service providers and have documented results available for the RW Part B Advisor during the annual Contractor site visit.

## ***NATIONAL MONITORING STANDARDS (NMS)***

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Implementing HRSA's NMS is a process comprised of a set of systems that address all monitoring components of the HRSA standards including, but are not limited to:

- a. *Fiscal Monitoring*: A system to assess the appropriate use of funds including the control, disbursement, use and reporting of allowable costs; and
- b. *Program Monitoring*: A system to assess whether allowable services are provided to eligible clients according to service limits. Program monitoring may include reviewing program reports, conducting site visits, and reviewing client records or charts.

The NMS consolidate existing HRSA/HAB requirements for program and fiscal management and oversight based on federal law, regulations, policies, and guidance documents.

OA implementation process of the NMS includes a variety of contract monitoring methods to include audit reviews, desk audits, and site visits. Infrastructures around site visit preparations, chart reviews, and six-month re-certifications have been developed in accordance with the HRSA NMS. HCP and MAI Contractor/Service Provider requirements set forth by HRSA are available on OA's website.

<http://www.cdph.ca.gov/programs/aids/Pages/HCPNatlMonitoringStds.aspx>

Contractors are required to provide any needed assistance to the State in carrying out its monitoring activities, including, but not limited to making available all records, materials, data information, and appropriate staff to authorized State and/or Federal representatives.

On-going program monitoring will also be conducted by evaluating progress towards the objectives described in the scope of work (SOW). Additional information will be forthcoming regarding the requirements to submit SOW progress reports. For additional information on SOW, refer to Section 2.

## **MONITORING PROCESS**

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OA monitors HCP and MAI Contractor/Service Providers through a variety of methods. OA continuously reviews and monitors fiscal, programmatic, and administrative performance through Contractor and Service Provider budgets, invoices, narrative reports, fiscal reports, site visit activities, audit reports, SDPs, and needs assessments.

**Note:** Contractors who subcontract out any or all required services to other entities are responsible for monitoring their subcontractors, including site visits. Contractors must ensure they monitor for all components as outlined in the HRSA Program and Fiscal NMS found on the OA website at <http://cdphinternet/programs/aids/Pages/HCPNatlMonitoringStds.aspx>.

OA utilizes several data reports and tools generated from ARIES that assist in regular monitoring of Contractor and provider compliance and include:

1. Data Monitoring and Evaluation Report - Summarizes key data elements for the RW Part B clients the provider served during the FY. The selected data elements include: proof of HIV diagnosis, insurance status, federal poverty level, "share" status and consent, estimated and actual number of clients served by service category. The report identifies areas that need improvement.
2. RW Part B Chart Selection Report - A tool to provide a random list of clients who received at least one RW Part B service in the FY being monitored. Contractors are required to generate the list from ARIES, and have the charts available, in preparation for annual site visits which will be used by RW Part B Advisor (or MAI Health Specialist) when conducting chart reviews.
3. Client Chart Review – RW Part B Advisors (or MAI Health Specialists) review the charts for required documentation and verification of eligibility that includes: client name, intake information, proof of HIV status, selected forms (e.g., ARIES Share Consent form, client rights, grievance procedures, etc.), financial status (e.g., proof of income, employment, payer of last resort, etc.). Time required to review each chart depends on the chart complexity and organization.

### ***Site Visit Overview***

The purpose of the on-site visit is to verify contractual compliance with the HRSA program and fiscal NMS and to provide needed technical assistance. Site visits and other monitoring activities will occur during the current grant year between April 1 and March 31. The RW Part B Advisor will contact each Contractor to schedule a site visit

for monitoring of prior Funding Year records and performance. During the site visit, the RW Part B Advisor reviews fiscal and programmatic information to ensure compliance with all applicable State and Federal requirements. HCP and MAI Contractors/Service Providers are required to have fiscal policies and procedures that address the following:

- *Tracking and monitoring of services ordered, billed, and delivered;*
- *Tracking of Administrative costs to ensure 10 percent cap is not exceeded;*
- *Identification of expenditures by HRSA's defined service categories;*
- *Tracking of food and transportation expenditures by client, date, and amount;*
- *Determining if any subcontractor, whether an individual or agency, has been disbarred or ineligible prior to subcontracting.*
- *HCP and MAI Contractor/Service Providers are required to maintain adequate documentation to support the appropriateness of expenditures incurred under the terms of the contract; and*
- *Submit timely invoices with appropriate documentation for reimbursement.*

**Site Visit Scheduling Process**

OA utilizes the following process to schedule site visits. HCP and MAI Contractors and Service Providers are required to work with OA to manage and adhere to the process below as much as possible. OA is responsible to ensure all HCP and MAI Contractors receive a site visit annually and will provide technical assistance to Contractors to ensure the monitoring of Service Providers within their LHJ is compliant with the HRSA NMS.

The site visit process timeline is outlined below:

INITIAL NOTIFICATION	60 days
ENTRANCE LETTER	45 days
CONTRACT REVIEW (OA in-house)	30 days
SITE VISIT MONITORING (on-site)	SCHEDULE DATE
REPORT COMPLETE or CAP REQUESTED	30 days
CAP REPORT DUE	30 days
CAP APPROVAL/FILE UPDATE	60 days



### ***Site Visit Corrective Action Plans (CAP)***

RW Part B Advisors require Contractors to develop and implement a CAP to address deficiencies found during the site visit monitoring and chart review process. The CAP is due 30 days after receiving a completed site monitoring report from OA. RW Part B Advisors will follow up to ensure that the CAP has been implemented.

## ***HCP AND MAI ANNUAL AUDITS***

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HCP and MAI Contractors and Service Providers are required to be audited annually by an independent auditor as part of an organization wide audit and receive an A-133 Audit Report or an Audited Financial Statement which applies to the following:

- *Financial operations are properly conducted;*
- *Financial reports are fairly presented;*
- *The HCP and MAI Contractor/Service Provider(s) complied with all applicable laws, regulations, and administrative requirements that affect the expenditure of RW Part B funds.*

Local government audits are submitted directly to the State Controller's Office. Because our federal grantee may request electronic copies of all the audits at any time, the RW Part B Fiscal Analyst (FA) collects electronic copies of all annual audits to keep on record.

OA contracts are audited annually by the State Audits and Investigations (A&I) Branch of the California Department of Health Care Services. A&I performs general or targeted financial and/or programmatic reviews of all OA Contracts and Service Providers at least once during the contract term. New Contractors are initially audited after completing the first contract year.

**Note:** The monitoring and CAP processes above help to ensure local HCP and MAI providers comply with the contract and SOW to minimize potential fiscal findings and recovery reports by A&I.

### **A-133 and Independent Financial Statement Audits**

The table below provides an overview of the A-133 and Financial Statement Requirements:

Item	A-133 Audits	Financial Statement
<b>Requirements</b>	<p>Each private non-profit HCP/MAI contractor/subcontractor that expends over \$500,000 annually in total federal awards is required to complete an A-133 Single Annual audit.</p> <p>The HCP/MAI Contractor/Service Provider must obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133. The A-133 is an independent audit that determines if funds are expended for allowable costs, expenditures are in accordance with program objectives, and internal controls are in place.</p>	<p>The Financial Statement audit is an independent annual financial audit conducted for private non-profit HCP/MAI contractors/subcontractor.</p> <p>As defined by Health and Safety Code Sections 38040 and 38041, if a private non-profit local agency under a State of California direct service contract, received less than \$500,000 in total federal monies, the HCP/MAI provider is required to complete only the Financial Statement audit, rather than an A-133 Single Annual audit. The HCP/MAI Contractor must obtain an annual (biennial if less than \$25,000 in federal funds), organization wide, financial and compliance audit.</p>
<b>Due Date and Submission</b>	<p>Electronic PDF copy of the A-133 audit report is due to HCP/MAI FA within 30 days after the completion of the audit but no later than the end of the ninth month following the end of the HCP/MAI Contractor/Service Provider's fiscal year.</p>	<p>Electronic PDF copy of the Financial Statement audit must be e-mailed to HCPB/MAI FA within 30 days of completion of the audit but no later than five (5) months and 15 days of the HCP and MAI Contractor/Service Provider's fiscal year end.</p>
<b>Audit Contents</b>	<p>The A-133 Single Audit report submitted by the HCP/MAI agency should include these minimum components:</p> <ul style="list-style-type: none"> <li>• Independent auditor's opinion stating that the audit was conducted in accordance with the provisions of OMB Circular A-133 and in accordance with Generally Accepted</li> </ul>	<p>The Financial Statement audit, at a minimum, must include:</p> <ul style="list-style-type: none"> <li>• Independent auditor's opinion stating that the audit was conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS).</li> <li>• Audited Financial Statements.</li> <li>• Note accompanying the Financial Statements.</li> </ul>

Item	A-133 Audits	Financial Statement
	<p>Government Auditing Standards (GAGAS).</p> <ul style="list-style-type: none"> <li>• Audited financial statements.</li> <li>• Schedule of expenditures of federal awards and opinion thereon.</li> <li>• Report regarding the internal controls over compliance with laws and regulations and provisions of contracts or agreements that could have direct and material effect on the federal program.</li> <li>• Schedule of findings and questioned costs.</li> <li>• Auditee's corrective action plans (if any).</li> <li>• Summary schedule for prior audit findings which includes planned and completed corrective actions (if any).</li> </ul>	<ul style="list-style-type: none"> <li>• Separate report in accordance with GAGAS.</li> </ul>
Tracking and Review	<p>The HCP/MAI FA tracks all audits received and follows up for delinquent submittals. If the audit is not received within 30 days of the due date, an electronic "late" reminder is sent to the HCP/MAI contractor's Program and Fiscal Contact. Electronic reminders are sent every 30 days until the audit is received.</p>	<p>The HCP/MAI FA tracks all audits received and follows up for delinquent submittals. If the audit is not received within 30 days of the due date, an electronic "late" reminder is sent to the HCP/MAI contractor's Program and Fiscal Contact. Electronic reminders are sent every 30 days until the audit is received.</p>
Received Audits	<p>The HCP/MAI FA has 30 days to complete the review of the contractor's/CBO audit report and issue an electronic memo of compliance or deficiency. An electronic copy of the memo is kept with the electronic copy of the audit report. Contractor and Subcontractor audits are reviewed internally by the OA RW Part B Fiscal Analyst.</p>	<p>The HCP/MA FA has 30 days to complete the review of the contractor's/CBO audit report and issue an electronic memo of compliance or deficiency. An electronic copy of the memo is kept with the electronic copy of the audit report. Contractor and Subcontractor audits are reviewed internally by the RW Part B Fiscal Analyst.</p>

<p><b>Deficient Audits</b></p>	<p>The A-133 audit submitted without the minimum components is a deficient report. When required components are missing from an audit report, RW Part B Advisor sends an e-mail to the HCP/MAI contractor identifying the deficient items.</p>	<p>The Financial Statement audit submitted without the minimum components is a deficient report.</p>
<p><b>Disclosures</b></p>	<p>The RW Part B Fiscal Analyst and RW Part B Advisor may look for disclosures in the A-133 audit that cite any of the following: 1) ongoing concerns/problems; 2) unresolved legal issues; 3) questioned costs; 4) financial hardship; 5) lack of compliance with contracts, laws or regulations; 6) ineffective internal control measures and; 7) control board turnover.</p>	<p>N/A</p>
<p><b>Corrective Action Plan (CAP) Request and Response</b></p>	<p>When there are deficiencies or findings needing correction, the RW Part B Advisor will e-mail the HCP/MAI contractor requesting a Corrective Action Plan (CAP).  The HCP/MAI contractor must send a written CAP to the RW Part B Advisor within 30 days, indicating how the finding(s) will be addressed (if a copy of the CAP was not included with the submission of the audit). The HCP/MAI Fiscal Analyst keeps track of the CAP and the RW Part B Advisor monitors compliance to the CAP during yearly monitoring site visit.</p>	<p>When there are deficiencies or findings needing correction, the RW Part B Advisor will e-mail to the HCP/MAI Contractor requesting a Corrective Action Plan (CAP).  The HCP/MAI contractor must send a written CAP to OA within 30 days, indicating how the finding(s) will be addressed. The HCP/MAI Fiscal Analyst keeps tracking of the CAP and the RW Part B Advisor monitors compliance to the CAP during yearly monitoring site visit.</p>

## **RESOURCES**

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The Resource section provides quick and easy access via links to HIV/AIDS organizations, programs and services. The section provides a list of commonly used acronyms and reference website links contained within this document for Funding Year 2013-2014.

If you require further clarification or technical assistance, contact your RW Part B Advisor listed on the OA website at:

<http://cdphinternet/programs/aids/Documents/11MAD3cCareAdvisors.pdf>

Pacific AIDS Education Center	<a href="http://paetc.org/main/">http://paetc.org/main/</a>
<i>California HIV/AIDS Service Referral</i>	<a href="http://www.cdcpin.org/ca/">http://www.cdcpin.org/ca/</a>
California Statewide Training and Education Program (CSTEP)	<a href="http://www.apiwellness.org/cstep.html">http://www.apiwellness.org/cstep.html</a> .
California STD/ HIV Prevention Training Center (CA PTC)	<a href="http://www.stdhivtraining.org/">http://www.stdhivtraining.org/</a>
HAB	<a href="http://www.hrsa.gov/about/organization/bureaus/hab/index.html">http://www.hrsa.gov/about/organization/bureaus/hab/index.html</a>
HAB Performance Measures	<a href="http://www.Hab.hrsa.gov/deliverhivaidscore/habperformmeasure.html">www.Hab.hrsa.gov/deliverhivaidscore/habperformmeasure.html</a>
HRSA Manage Your Grant	<a href="http://hab.hrsa.gov/manageyourgrant/policiesletters.html">http://hab.hrsa.gov/manageyourgrant/policiesletters.html</a>
HRSA Quality Improvement Tools	<a href="http://www.hrsa.gov/quality/toolsresources.html">www.hrsa.gov/quality/toolsresources.html</a>
Low Income Health Plan (LIHP)	<a href="http://cdphinternet/programs/aids/Pages/OARyanWhiteDHCSLowIncomeHealthProgram.aspx">http://cdphinternet/programs/aids/Pages/OARyanWhiteDHCSLowIncomeHealthProgram.aspx</a>
National Monitoring	<a href="http://cdphinternet/programs/aids/Pages/HCPNatlMonitoringStds">http://cdphinternet/programs/aids/Pages/HCPNatlMonitoringStds</a>

Standards	<a href="#">.aspx</a>
Needs Assessment Summary	<a href="http://www.cdph.ca.gov/programs/aids/Pages/tOAHCPSPDPsp.aspx">www.cdph.ca.gov/programs/aids/Pages/tOAHCPSPDPsp.aspx</a>
OA	<a href="http://cdphinternet/programs/AIDS/Pages/Default.aspx">http://cdphinternet/programs/AIDS/Pages/Default.aspx</a>
RW Part B Advisors	<a href="http://cdphinternet/programs/aids/Documents/11MAD3cCareAdvisors.pdf">http://cdphinternet/programs/aids/Documents/11MAD3cCareAdvisors.pdf</a>
OA HCP Providers	<a href="http://www.cdph.ca.gov/programs/aids/Pages/OACareProviders.aspx">www.cdph.ca.gov/programs/aids/Pages/OACareProviders.aspx</a>
Pacific AIDS Education and Training Center (PAETC)	<a href="http://paetc.org/main/http://www.paetc.org/main/">http://paetc.org/main/http://www.paetc.org/main/</a>
Quarterly Narrative Reports (link includes all report forms)	<a href="http://cdphinternet/programs/aids/Pages/HCPForms.aspx">http://cdphinternet/programs/aids/Pages/HCPForms.aspx</a>
Service Delivery Plan (SDP)	<a href="http://www.cdph.ca.gov/programs/aids/Pages/tOAHCPSPDPsp.aspx">http://www.cdph.ca.gov/programs/aids/Pages/tOAHCPSPDPsp.aspx</a>
The National HIV Telephone Consultation Service (Warmline)	<a href="http://www.nccc.ucsf.edu/about_nccc/warmline/">http://www.nccc.ucsf.edu/about_nccc/warmline/</a>

## **ACRONYMS**

AETC	AIDS Education and Training Centers Program
API	Asian and Pacific Islander Wellness Center
ADAP	AIDS Drug Assistance Program
ARIES	AIDS Regional Information and Evaluation System
ARV	Antiretroviral (Therapy)
CARE	Comprehensive AIDS Resources Emergency Act
CBO	Community Based Organization
CQM	Clinical Quality Management
CSTEP	California Statewide Training Education Program
DHCS	Department of Health Care Services
EIIHA	Early Identification of Individuals with HIV/AIDS
EIS	Early Intervention Services
EMR	Electronic Medical Record
FA	Fiscal Agent
FPL	Federal Poverty Level
HAB	HIV/AIDS Bureau
HCC	Health Care Coverage Initiative
HCR	Health Care Reform
HHS	Health and Human Services (Agency)
HIPAA	Health Insurance Portability and Accountability Act
HIS	Indian Health Services
HOPWA	Housing Opportunity for Persons with AIDS
HRSA	Health Resources and Services Administration

LHJ	Local Health Jurisdiction
LIHP	Low Income Health Program
LTC	Linkage to Care
MAI	Minority AIDS Initiative
MCE	Medicaid Coverage Expansion
MM	Management Memos
NHAS	National HIV/AIDS Strategy
OA	Office of AIDS
QM	Quality Management
RSR	Ryan White HIV/AIDS Program Services Report
RW Part B	Ryan White, Part B
SDP	Service Delivery Plan
SFS	Sliding Fee Scale
SOW	Scope of Work
SPNS	Special Projects of National Significance Program
TGA	Transitional Grant Areas
VA	Veteran's Administration
WICY	Women, Infants, Children, and Youth



## **Cont' Exhibit A**

### **Ryan White Part B Budget & Operation Guidance**

**Note:** Subsequent years 2015-17, Ryan White Part B Budget & Operation Guidance will be provided to CHOMP once MCHD receives them from the State. It is not anticipated that any significant -changes will occur from the attached 2013-14 guidelines; however both parties will agree upon the 2015-17 guidelines in writing, and on MCHD's letterhead (Letter of Agreement), signed by the Director of Health and by CHOMP's authorized officers. The Letter of Agreement shall be attached to this Agreement and incorporated therein as if fully set forth in this Agreement.

CCHAS HIV/AIDS Services

\$205,000

FY 2013-17

HIV Care Program FORM D - Client Service Provider Budget Summary

Contractor and Contract Number:  
Monterey County Health Department

Fiscal Year  
2013-2014

Service Provider Information	
Service Provider Name and DUNS#	Bid Status (place x in one)
Community Hospital of the Monterey Peninsula Outpatient Immunology Services Clinic- (OPIS) DUNS# 076298371	<input type="checkbox"/> Sole Source (Attach Justification) <input checked="" type="checkbox"/> Competitive Bid
Not applicable for CA Contractors.	
Contact Person	Title
Patli Yurus, RN	Clinic Manager
Mailing Address	Telephone Number
23625 Holman Highway, Monterey, Ca 93940	831.625.4972
E-Mail Address	Fax Number
patricia.yurus@chomp.org	831.625.4531
Website Address (If any)	Federal Taxpayer Identification Number
	94-0760193
Do members of minority racial/ethnic groups constitute a majority of Board members and/or a majority of staff (volunteer or paid) providing care? (place x in one)	Ownership Status (place x in one)
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Private/Non Profit <input type="checkbox"/> Public/Local
<input checked="" type="checkbox"/> No	<input type="checkbox"/> Private/For Profit <input type="checkbox"/> Public/State
	<input type="checkbox"/> Incorporated <input type="checkbox"/> Public/Federal

Client Service Costs			Estimated Clients Served	NEW-RW Program Part B - Payer of Last Resort Assessment/Comments <i>NOTE: Please include other funding sources (Part A, B, C, D, ADAP, HOPWA, Medi-Cal, LIHP, CDC etc.) and comments based on issues/concerns regarding funding.</i>	Budgeted Amount
Services <i>NOTE: The exact HRSA category name(s) for allowable Tier One and Tier Two services must be used here.</i>	Personnel Costs	Non-Personnel Costs (Also use Non-Personnel Justification)			
Outpatient/Ambulatory Medical Care		\$42,250	131	Local hospital foundation	\$42,250
Oral Health Care		\$2,900	10	Local hospital foundation	\$2,900
Emergency Financial Assistance		\$3,700	15	Local hospital foundation	\$3,700
Mental Health Services		\$2,675	5	Local hospital foundation	\$2,675
					\$0
					\$0
					\$0
<b>Totals</b>	<b>\$0</b>	<b>\$61,525</b>		<b>Total Services</b>	<b>\$51,525</b>
<b>Total Administrative Personnel</b>					<b>\$0</b>
<b>Operating</b>					
<b>Total Operating</b>					<b>\$0</b>
<b>Capital</b>					
<b>Indirect</b>					
<b>Total Indirect</b>					<b>\$0</b>
<i>(cannot exceed 15% of Client Service Provider Total Personnel Expenses)</i>					
<b>Total Administrative Costs</b>					<b>\$0</b>
<i>(cannot exceed 10% of the Client Service Provider total budget)</i>					<b>0%</b>
<b>Total Service Provider Budget</b>					<b>\$51,525</b>

**HIV Care Program (HCP) Invoice Expenditure Detail**

Contractor: CHOMP OPIS Clinic  
 Address: 23625 Holman Highway  
 City: Monterey, Ca 93940

Contract No. PSA

Counties : Monterey

Contact Person: Patti Yurus

Service Period: Q\_\_\_ FY 2013/2014

Provided Services by IRSA Category	Number of Clients Served Current Month/Quarter	Total Allocated	Expenditures Current Month/Quarter	Expenditures to Date	Balance
Ambulatory Outpatient Medical Care		\$ 42,250.00			\$ 42,250.00
Emergency Financial Assistance		\$ 3,700.00			\$ 3,700.00
Oral Health Care		\$ 2,900.00			\$ 2,900.00
Mental Health Services		\$ 2,675.00			\$ 2,675.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Subtotal Expenditure by Service Categories</b>	<b>0</b>	<b>\$ 51,525.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 51,525.00</b>
<b>ADMINISTRATIVE COSTS (Contractor &amp; Subcontractor):</b>					
Personnel					\$ -
Operating Expenses					\$ -
Capital Expenses					\$ -
Indirect Costs					\$ -
<b>Subtotal Administrative Expenditures</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>		<b>\$ 51,525.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 51,525.00</b>

## **HIV Care Program Narrative Report**

---

**Contractor Name:** OPIS Clinic  
**Contract Number:** PSA

**Completed by:** Patti Yurus  
**Date Completed:**

1. **Check One:**
  - First Quarter – Report Period July 1 to September 30 – Due November 15
  - Second Quarter–Report Period October 1 to December 31 – Due February 16
  - Third Quarter – Report Period January 1 to March 31 – Due May 14
  - Fourth Quarter – Report Period April 1 to June 30 – Due August 16
  
2. **Briefly describe the program(s) / service(s) funded with HCP funds.**
  
  
3. **Briefly describe any accomplishments with the program(s).**
  
  
3. **Describe any issues or concerns with the program(s) / services funded in your county/region.**
  
  
4. **Do you or your service providers require any technical assistance? If so, what type of technical assistance is needed (e.g., topics), in what form (e.g., phone consultation, on-site orientation, training, meeting facilitation, written materials), and what type of expertise?**

## BUSINESS ASSOCIATE AGREEMENT

This Agreement, hereinafter referred to as "**Agreement**", is made effective July 1, 2013 by and between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department, hereinafter referred to as "**Covered Entity**", and Community Hospital of the Monterey Peninsula, hereinafter referred to as "**Business Associate**", (individually, a "Party" and collectively, the "Parties").

### WITNESSETH:

**WHEREAS**, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

**WHEREAS**, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

**WHEREAS**, the United States Congress has enacted the American Recovery and Reinvestment Act of 2009 ("ARRA"), which amends HIPAA and the HIPAA Privacy Rule; and

**WHEREAS**, the State of California has enacted statutes designed to safeguard patient privacy including, without limitation, the Confidentiality of Medical Information Act ("CMIA"), California Civil Code § 56 *et seq.*, Senate Bill 541, enacted September 30, 2008, and Assembly Bill 211, enacted September 30, 2008; and

**WHEREAS**, the parties acknowledge that California law may include provisions more stringent and more protective of the confidentiality of health information than the provisions of HIPAA; and

**WHEREAS**, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, hereby referred to as the "Service Agreement" and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule and under California law; and

**WHEREAS**, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

**THEREFORE**, in consideration of the Parties' continuing obligations under the Service Agreement, compliance with the HIPAA Privacy Rule, as amended by ARRA, compliance with California law, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule, as amended by ARRA, and California law and to protect the interests of both Parties.

### I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of CMIA or other California law, California law shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and California law, but nonetheless are permitted by the HIPAA Privacy Rule and California law, the provisions of this Agreement shall control.

## Exhibit B

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information 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 Agreement.

## II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

(i) to access, use, or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Service Agreement (if consistent with this Agreement the HIPAA Privacy Rule, and California law), the HIPAA Privacy Rule, or California law and (3) as would be permitted by the HIPAA Privacy Rule and California law if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Service Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further access, uses, and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and accessed, used, or further disclosed only as required by law or for the purpose 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, within five calendar days of discovering said breach of confidentiality;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business

## Exhibit B

relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent access to, use of, or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any access, use, or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement, the HIPAA Privacy Rule, as amended by ARRA, or under California law, of which it becomes aware within five calendar days of discovering such improper access, use, or disclosure. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, disclosure, or access of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

### **III. AVAILABILITY OF PHI**

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

### **IV. TERMINATION**

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately, and seek injunctive and/or declaratory relief in a court of law having jurisdiction over Business Associate.

### **V. MISCELLANEOUS**

Except as expressly stated herein, in the HIPAA Privacy Rule, or under California law, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship

Exhibit B

between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the parties, pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or California law, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall attempt in good faith to address such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, at the conclusion of such thirty-day period, a party believes in good faith that the Agreement still fails to comply with the HIPAA Privacy Rule or California law, then either party has the right to terminate this Agreement and the Service Agreement upon written notice to the other party. Neither party may terminate this Agreement without simultaneously terminating the Service Agreement, unless the parties mutually agree in writing to modify this Agreement or immediately replace it with a new Business Associate Agreement that fully complies with the HIPAA Privacy Rule and California law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

**COVERED ENTITY:**

**BUSINESS ASSOCIATE:**

County of Monterey

Community Hospital of the Monterey Peninsula

By: \_\_\_\_\_

By: [Signature]

Title: Director of Health or designee

Title: PRESIDENT/CO

Date: \_\_\_\_\_

Date: JUN 4, 2013





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/18/2012

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).

<b>PRODUCER</b> Optima Healthcare Insurance Services 9229 Sierra College Blvd  Roseville CA 95661		<b>CONTACT NAME:</b> Lorie Walton, LPCS <b>PHONE (A/C, No, Ext):</b> (916) 773-3992 <b>FAX (A/C, No):</b> (916) 773-8208 <b>E-MAIL ADDRESS:</b> lwalton@optimahealthcare.com <b>PRODUCER CUSTOMER ID #:</b> 0000072													
<b>INSURED</b>  Community Hospital of the Monterey Peninsula 23625 Holman Highway  Monterey CA 93940		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <td><b>INSURER A:</b> CHIC, Inc., RRG</td> <td><b>NAIC #</b> 44504</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>		<b>INSURER A:</b> CHIC, Inc., RRG	<b>NAIC #</b> 44504	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>INSURER A:</b> CHIC, Inc., RRG	<b>NAIC #</b> 44504														
<b>INSURER B:</b>															
<b>INSURER C:</b>															
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES** **CERTIFICATE NUMBER: 1314** **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			HP 00855	1/1/2013	1/1/2014	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
	<input checked="" type="checkbox"/> Hospital Professional & General Liability						PERSONAL & ADV INJURY	\$ Included
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 15,000,000
<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC		PRODUCTS - COMP/OP AGG	\$
							Self Insured Retention (SIR)	\$ 250,000
	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"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<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	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Evidence of coverage RE: Professional Services Agreement 10-95274 A01 between County of Monterey and CHOMP for the term of 7/1/11 - 6/30/13 to provide services for individuals and families with HIV disease or AIDS. County of Monterey, its officers, agents, and employees are included as Supplemental (Additional) Insured, per the continuations and endorsement per the terms and conditions of the policy.

<b>CERTIFICATE HOLDER</b>  County of Monterey 1270 Natividad Road Salinas, CA 93906	<b>CANCELLATION</b>  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  Lorie Walton/LORIE <i>Lorie Walton</i>
---	--

## COMMENTS/REMARKS

County of Monterey, its officers, agents, and employees are included as Supplemental (Additional) Insureds. This insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance for the Supplemental (Additional) Insureds shall not be called upon to contribute to a loss covered by this insurance.

## COMMENTS/REMARKS

**\*\*NOTICE\*\***

"This policy is issued by your Risk Retention Group. Your Risk Retention Group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your Risk Retention Group."

CALIFORNIA HEALTHCARE INSURANCE COMPANY, INC.,  
A Risk Retention Group  
Honolulu, Hawaii

**ENDORSEMENT**

Endorsement No. 17

**SUPPLEMENTAL INSURED  
DESIGNATED PERSON OR ORGANIZATION**

**Named Insured:** Community Hospital of the Monterey Peninsula

January 1, 2013  
**Effective Date of Endorsement**

HP 00855  
**Policy Number of the Company  
Designated in the Declarations**

**Schedule**

Name of Person or Organization:

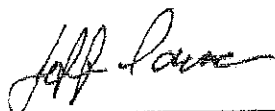
**County of Monterey, Its Agents, Officers and Employees**

**This insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance for Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's Insurance.**

**Re: Various agreements with Natividad Medical Center (HIV and Behavioral Health Services) –  
Continuous Contract**

This Policy is amended to include as a **Supplemental Insured** the person or organization shown above but only with respect to liability arising out of any **Named Insured's** operations or premises owned by or rented to any **Named Insured**. This Endorsement does not extend coverage to liability arising from the acts or omissions of the **Supplemental Insured** listed above.

**Endorsement Issue Date** December 27, 2012



**Authorized Representative**

If issued after the inception date of this policy,  
this Endorsement must be signed by our  
Authorized Representative.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/14/2013

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).

<b>PRODUCER</b> Optima Healthcare Insurance Services 9229 Sierra College Blvd Roseville CA 95661		<b>CONTACT NAME:</b> Lorie Walton, LPCS <b>PHONE (A/C, No, Ext):</b> (916) 773-5105 <b>FAX (A/C, No):</b> (916) 773-8208 <b>E-MAIL ADDRESS:</b> lwalton@optimahealthcare.com <b>PRODUCER CUSTOMER ID#:</b> 00000072	
<b>INSURED</b> Community Hospital of the Monterey Peninsula 23625 Holman Highway Monterey CA 93940		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Indemnity Company NAIC # 25666 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 1314 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 INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <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	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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			BA546M459413CAG	1/15/2013	1/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ Underinsured motorist \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DEDUCTIBLE</b> <b>RETENTION \$</b>						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: County of Monterey PSA 10-95274 A01 OPIS FY 2011-13. County of Monterey, its officers, agents, and employees are named as Additional Insured, per the policy. The insurance is primary and the County's policy is non-contributory, per Policy Ref: Travelers Business Auto Coverage Form CA 00 01 03 10 and Business Auto Extension Endorsement CA T3 53 03 10.

<b>CERTIFICATE HOLDER</b> County of Monterey 1270 Natividad Road Salinas, CA 93906	<b>CANCELLATION</b> 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 Lorie Walton/LORIE <i>Lorie Walton</i>
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## ADDITIONAL COVERAGES

Ref #	Description Underinsured motorist property damage	Coverage Code UNDPD	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Underinsured motorist BI split limit	Coverage Code UNDSP	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Uninsured motorist property damage	Coverage Code UMPD	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Uninsured motorist BI split limit	Coverage Code UMISP	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>A. BROAD FORM NAMED INSURED</li> <li>B. BLANKET ADDITIONAL INSURED</li> <li>C. EMPLOYEE HIRED AUTO</li> <li>D. EMPLOYEES AS INSURED</li> <li>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</li> <li>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</li> <li>G. WAIVER OF DEDUCTIBLE – GLASS</li> </ul> | <ul style="list-style-type: none"> <li>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</li> <li>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</li> <li>J. PERSONAL EFFECTS</li> <li>K. AIRBAGS</li> <li>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</li> <li>M. BLANKET WAIVER OF SUBROGATION</li> <li>N. UNINTENTIONAL ERRORS OR OMISSIONS</li> </ul> |
|--|---|

### PROVISIONS

#### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

## COMMERCIAL AUTO

### 2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available



to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL EFFECTS**

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

**Personal Effects**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



# Risk Placement Services, Inc.®

BINDER #: 1170

THIS IS TO CERTIFY that the undersigned have procured Insurance as hereinafter specified from certain Insurers. Insurance described herein has been effected, against which a Certificate(s) and/or Policy(ies) will be issued and in the event of any inconsistency the terms, conditions and provisions of the Certificate(s) and/or Policy(ies) shall prevail.

**Assured and Address:** Community Hospital of the Monterey Peninsula  
23625 Holman Highway  
Monterey, CA 93940

**Coverage:** Specific Excess Workers' Compensation & Employers' Liability

**Limit of Liability:**

Part One: Excess Workers Compensation Insurance

Each Accident: Statutory  
Each Employee for Disease: Statutory

Part Two: Excess Employers Liability Insurance

Each Accident: \$1,000,000  
Each Employee for Disease: \$1,000,000  
Aggregate: \$1,000,000

**Retention:**

Part One: Excess Workers Compensation Insurance

Each Accident: \$500,000  
Each Employee for Disease: \$500,000

Part Two: Excess Employers Liability Insurance

Each Accident: \$500,000  
Each Employee for Disease: \$500,000

**Rate:** .2444 per \$100 of Payroll

**Estimated Annual Payroll:** \$150,332,768

**Deposit Premium:** \$367,413 Annual; No Flat Cancellation.

**Minimum Premium:** \$349,042 (95%).

**Terrorism Premium:** \$11,022\*

**Terms & Conditions:** Applicable Endorsements- Losses Redefined to Include Allocated Loss Adjustment Expenses Endt., California Volunteer Coverage-Excess Voluntary Compensation and Employers Liability Coverage Endorsement, California Communicable Disease Retained Limit and Limit of Liability Endorsement, Terrorism Risk Insurance Program Reauthorization Act, & California Amendatory Endorsement.

**Policy Liability Period:** 2-1-13 to 2-1-14

**Schedule of Underwriters:** 100% with the; Arch Insurance Company Policy # WCX 0048318 01

**Binder Period:** 90 days from 2-1-13 to 5-1-13 both days at 12:01 A.M., standard time at place of issuance.

\* This premium is included in, not in addition to, the POLICY PREMIUM



# Risk Placement Services, Inc.®

Insurance under this Binder to cease at the last above named date at the place of location of risk insured, or at such time prior thereto as the Certificate(s) and/or Policy(ies) may be issued on the above risk, or unless previously cancelled in writing.

Please be advised that there may be a short rate cancellation penalty of up to 25% applied to your policy premium if you request cancellation of your policy prior to the expiration date. Please refer to your policy for specific terms and conditions.

Please review carefully as the coverages offered may differ from those requested in your specification. Should there be any questions contact this office immediately.

**CLAIMS:** Please immediately report all first notice of claims directly to the insurance company as directed in the policy, not to RPS. Doing so will expedite the proper handling of claims by the insurance company. Thank you for your cooperation.

Dated at: Westlake Village, California this 31<sup>st</sup> day of January, 2013.

**Producer:**

Linda Rosney  
Arthur J. Gallagher  
18201 Von Karman Ave., Suite 200  
Irvine, CA 92612  
PH (949) 349-9800  
FX (949) 349-9900

Risk Placement Services, Inc.®

By: 