COUNTY OF MONTEREY STANDARD AGREEMENT

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

Access Support Network

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

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:

Human Immunodeficiency Virus (HIV) non-medical case management services to Ryan White Part B eligible clients.

2.0 PAYMENT PROVISIONS:

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:\$ 251,100.00

3.0 TERM OF AGREEMENT:

- 3.01 The term of this Agreement is from October 1, 2019 to September 15, 2022, 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:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: CDPH OA Ryan White Part B Budget and Guidance

Exhibit C: CDPH OA HIV Care Program Standards of Care guidance document Exhibit D: Client Service Provider Budget Summary; Exhibit E: Invoice Expenditur

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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:

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 <u>not</u> 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

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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.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 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 \$500,000 per occurrence.







Agreement Over \$100,000 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

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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 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 always 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:

- 10.1 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.
- 10.2 <u>County Records:</u> 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.
- 10.3 <u>Maintenance of Records:</u> 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.
- 10.4 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.
- 10.5 <u>Royalties and Inventions:</u> 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:

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:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always 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 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:

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:

FOR COUNTY:	FOR CONTRACTOR:
Edward L. Moreno, MD, MPH, Health Officer, and Director of Public Health Bureau	David Kilburn, Executive Director
Name and Title	Name and Title
1270 Natividad Road	1320 Nipomo Street
Salinas, CA 93906	San Luis Obispo, CA 93401
Address	Address
(831) 755-4585	(805) 781-3660 ext. 212
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 <u>Conflict of Interest:</u> 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 <u>Amendment:</u> This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 <u>Waiver:</u> 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 <u>Contractor:</u> 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 <u>Disputes:</u> CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 <u>Assignment and Subcontracting:</u> 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.

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- 15.07 <u>Successors and Assigns:</u> 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 <u>Compliance with Applicable Law:</u> The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 <u>Headings</u>: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 <u>Time is of the Essence</u>: Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 <u>Governing Law:</u> This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 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 <u>Construction of Agreement:</u> 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 <u>Authority:</u> 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 <u>Integration:</u> 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 <u>Interpretation of Conflicting Provisions:</u> 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.

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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
Ву:	Contracts/Purchasing Officer	Access Support Network
Date:		Contractor's Business Name*
Ву:	Department Head (if applicable)	By: Deawy
Date:	——————————————————————————————————————	(Signature of Chair, President, or Vice-President) *
Ву:	Board of Supervisors (if applicable)	Lisa M. Dear, President Name and Title
Date:		Date: 10/23/19
Approved	as to Form ¹	
Ву:	County Counsel	Ω_{100}
Date:	12.619	By: Signature of Secretary, Asst. Secretary,
Approved	as to Fiscal Provisions ²	CFO, Treasurer or Asst. Treasure) * Ronald B. Pigeon Treasurer
By:	Auditor/Controller	Name and Title
Date:	12/11/2019	Date: Oct- 22, 2019
Approved	as to Liability Provisions ³	
By:		
Date:	Risk Management	
County 1	Board of Supervisors' Agreement Number:	, approved on (date):

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

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¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

EXHIBIT-A

To the
Standard Agreement
Between the
County of Monterey ("County")
AND

Access Services Network, Inc. ("CONTRACTOR")

Scope of Services / Payment Provisions

A. <u>SCOPE OF SERVICES</u>

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Program Name: HIV Care X08 (Supplemental)

- 1. Provide the following Ryan White Part B Core Medical Services to qualifying individuals:
 - a. Mental Health Services
- 2. Provide the following Ryan White Part B Support Services to qualifying individuals:
 - a. Food Bank/Home-Delivered Meals
 - b. Medical Transportation Services
- 3. Deliver allowable services in strict accordance with CDPH Office of AIDS (OA) Ryan White Part B Budget and Guidance (Exhibit B) and the CDPH OA HIV Care Program Standards of Care guidance document (Exhibit C) for the corresponding fiscal year.
- 4. Document all services delivered in ARIES under the appropriate contract within 30 days of service delivery. Costs associated with delivery of services may only be invoiced once services are documented in ARIES.
- 5. Certify client eligibility for Ryan White Part B services at least every 6 months in accordance with CDPH OA guidelines.
- 6. Provide Monterey County Health Department with a copy of Contractor's policies and procedures for determining eligibility for Ryan White Part B services and for prioritizing clients eligible to receive Ryan White Part B services based on need when there are not enough resources available to serve all eligible clients.
- 7. Address deficiencies found during the annual Ryan White Part B services audit within 30 days of notification.
- 8. Submit the Ryan White Part B HIV/AIDS Program Services Report (RSR) by the CDPH OA deadline each year.
- 9. Provide a written Quarterly Narrative Report to the Monterey County Health Department due no more than 20 days following the end of each quarter that outlines how funds were used for the current quarter in each of the above listed services category, including at minimum the number of clients served for service category and a description of services provided. The report should also include general accomplishments and discussion of barriers to service delivery.

- 10. Submit an invoice to the Monterey County Health Department no less than once per quarter and no more than once per month itemizing administrative, personnel, non-personnel, and operating expenses as well as other allowable costs and indirect expenses. Supportive documentation must be submitted with each invoice, including copies of purchase receipts and timecard/payroll documents. Supportive documentation must also include items:
 - a. Food Bank/Home-Delivered Meals
 - i. Client ID, service received, and date service received.
 - b. Medical Transportation Services
 - i. Client ID, type of assistance provided (e.g., gift card, bus pass), date received assistance, date(s) of HIV care-related appointment(s)/service(s), and type(s) of HIV care-related appointment/service (e.g., PCP appointment, pick up Rx, etc.), and estimated mileage.
 - c. Mental Health Services
 - i. Client ID and copy of payment invoice/receipt.
- 11. Request budget amendments (e.g., shift funds between service categories allocations) at least 30 days prior to the invoice due date for each invoicing period. In additional, final budget revision requests must be submitted prior to September 1 of each budget year. Requests for new service categories not listed in this contract will be considered based on local need and CDPH guidance.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount **not to exceed \$251,100.00** for the performance of <u>all things necessary</u> for or incidental to the performance of work as set forth in the Scope of Services. Amount for **Year 1** (October 1, 2019 to September 30, 2020) is \$83,700.00. Amount for **Year 2** is \$83,700.00 (October 1, 2020 to September 30, 2021). Amount for **Year 3** is \$83,700.00 (October 1, 2021 to September 15, 2022). CONTRACTOR'S compensation for services rendered shall be based on the following rates found in the Client Service Provider Budget Summary, **Exhibit D**.

B.2 CONTRACTOR BILLING PROCEDURES

CONTRACTOR will submit invoices no less than once per quarter and no more than once per month. Invoices are due within 20 days of the service period (e.g., within 20 days of the end of each quarter).

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

C. <u>INVOICING AND PAYMENTS</u>

- 1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the County agrees to compensate the Contractor in accordance with the above listed terms. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 2. Invoices shall be submitted no less than once per quarter and no more than once per month and in duplicate to:

Monterey County Health Department Kristy Michie, Program Manager 1270 Natividad Road Salinas CA 93906 (831) 755-4503 MichieKJ@co.monterey.ca.us

- 3. Invoices shall: (See HIV Care Program (HCP) X08 Invoice Expenditure Detail Exhibit E)
 - i. Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
 - ii. Bear the Contractor's name as shown on the agreement.
 - iii. Identify the billing and/or performance period covered by the invoice.
 - iv. Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.
 - v. Include the number of clients who received services in each cost category. The number of clients must match the number documented in ARIES for the invoice period.

D. EXPENSES/FISCAL DOCUMENTATION

- 1. Invoices, received from Contractor and accepted and/or submitted for payment by the County, shall not be deemed evidence of allowable agreement costs.
- 2. Contractor shall maintain for review and audit and provide to County upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.



RYAN WHITE PART B BUDGET & OPERATIONS GUIDANCE

HIV Care Program &

Minority AIDS Initiative

(Funding Year 2013 - 2014)

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INTRODUCTION

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 Cooperative Agreements 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

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/HCPPtBProgramMonitoring.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

Outpatient / Ambulatory Medical Care (Health Services)	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. Allowable services include:
	 Diagnostic testing Early intervention and risk assessment Preventive care and screening Practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions Prescribing and managing of medication therapy Education and counseling on health issues Well-baby care Continuing care and management of chronic conditions Referral to and provision of HIV-related specialty care (includes all medical subspecialties even ophthalmic and optometric services). Note: As part of OAMC, may include the provision of laboratory tests integral to the treatment of HIV infection and related complications.
ADAP	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.
Local AIDS Pharmaceutical Assistance Program (LPAP)	Provision of HIV/AIDS medications using a drug distribution system that has: • A client enrollment and eligibility process • Uniform benefits for all enrolled clients throughout the Consortium region • A drug formulary approved by the local advisory committee/board • A recordkeeping system for distributed medications • A drug distribution system • A system for drug therapy management.
	 LPAP does not dispense medications as: A result or component of a primary medical visit A single occurrence of short duration (an emergency)

Vouchers to clients on an emergency basis.
LPAP is a program:
 Consistent with the most current HIV/AIDS Treatment Guidelines Coordinated with the State's Part B ADAP Implemented in accordance with requirements of the 340B Drug Pricing Program.
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.
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.
Includes identification of individuals at points of entry and access to services and provision of:
 HIV Testing and Targeted counseling Referral services Linkage to care Health education and literacy training that enable clients to navigate the HIV system of care. 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.
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. http://hab.hrsa.gov/affordablecareact/outreachenrollment.html
Provides a cost-effective alternative to ADAP by:
 Purchasing health insurance that provides comprehensive primary care and pharmacy benefits for low income clients that provide a full range of HIV medications Paying co-pays (including co-pays for prescription eyewear for conditions related to HIV infection) and deductibles on behalf of the client Providing funds to contribute to a client's Medicare Part D true out-of-pocket (TrOOP) costs.

	Important: Contractors 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." http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html
Home Health Care Services	Services provided in the patient's home by licensed health care workers such as nurses; services exclude personal care and to include: • The administration of intravenous and aerosolized treatment • Parental feeding • Diagnostic testing • Other medical therapies.
Home and Community- Based Health Services	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. Allowable services include: Durable medical equipment Home health aide and personal care services Day treatment or other partial hospitalization services Home intravenous and aerosolized drug therapy (including prescription drugs administered as part of such therapy) Routine diagnostic testing Appropriate mental health, developmental, and rehabilitation services Specialty care and vaccinations for hepatitis co-infection, provided by public and private entities. Note: Inpatient hospitals services, nursing home, and other long-term care facilities are not home- and community-based services.
Hospice Care	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. Allowable services: Room Board Nursing care Mental health counseling Physician services Palliative therapeutics.
Mental Health Services	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

	State to provide such services, typically including, but not limited to, psychiatrists, psychologists, and licensed clinical social workers.
Medical Nutrition Therapy	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.
Medical Case Management Services (Including Treatment Adherence)	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.
	 Activities that include at least the following: Initial assessment of service needs Development of a comprehensive, individualized care plan Coordination of services required to implement the plan Continuous client monitoring to assess the efficacy of the plan Periodic re-evaluation and adaptation of the plan at least every 6 months, as necessary.
	 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) Coordination and follow up of medical treatments Ongoing assessment of the client's and other key family members' needs and personal support systems Treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments Client-specific advocacy and/or review of utilization of services. Note: 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: http://hab.hrsa.gov/newspublications/careactionnewsletter/novem

ber2008.pdf

For allowable uses of this service category to support ACA, refer to http://hab.hrsa.gov/affordablecareact/outreachenrollment.html.

Substance Abuse Treatment Services (outpatient)

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.

Services limited to the following:

- Pre-treatment/recovery readiness programs
- Harm reduction
- Mental health counseling to reduce depression, anxiety, and other disorders associated with substance abuse
- Outpatient drug-free treatment and counseling
- Opiate assisted therapy
- Neuro-psychiatric pharmaceuticals
- Relapse prevention
- 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.

Services provided must include a treatment plan that calls only for allowable activities and includes:

- The quantity, frequency, and modality of treatment provided
- The date treatment begins and ends
- · Regular monitoring and assessment of client progress
- The signature of the individual providing the service and or the supervisor as applicable.

Note: 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.

http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html

TIER II - SUPPORT SERVICES

Case Management (non-medical)

Services that provide advice and assistance to clients in obtaining medical, social, community, legal, financial, and other needed services.

May include:

- Benefits/entitlement counseling and referral activities to assist eligible clients to obtain access to public and private programs for which they may be eligible
- All types of case management encounters and communications (face-to-face, telephone contact, other)
- Transitional case management for incarcerated persons as they prepare to exit the correctional system.

Note: Does not involve coordination and follow up of medical treatments.

Note: Supports Transitional Case Management for incarcerated persons as they prepare to exit the correctional system. http://hab.hrsa.gov/affordablecareact/outreachenrollment.html.

Child Care Services

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.

May include use of funds to support:

- A licensed or registered child care provider to deliver intermittent care
- 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).

Such allocations to be limited and carefully monitored to assure:

- Compliance with the prohibition on direct payments to eligible individuals
- 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.

May include Recreational and Social Activities for the child, if provided

in a licensed or certified provider setting including drop-in centers in primary care or satellite facilities. (Excludes use of funds for offpremise social/ recreational activities.) Essential services including utilities, housing, food (including Emergency groceries, food vouchers, and food stamps), or medications, provided Financial Assistance to clients with limited frequency and for limited periods of time, through (EFA) either: Short-term payments to agencies Establishment of voucher programs. Direct cash payments to clients are not permitted. Note: 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. http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html Food Bank/ May include: Home-Delivered The provision of actual food items Meals Provision of hot meals A voucher program to purchase food. May also include the provision of non-food items that are limited to: Personal hygiene products Household cleaning supplies Water filtration/purification systems in communities where issues with water purity exist. Appropriate licensure/certification for food banks and home delivered meals where required under State or local regulations. No funds used for: Permanent water filtration systems for water entering the Household appliances Pet foods Other non-essential products.

Health Education/ Risk Reduction

Services that educate clients living with HIV about HIV transmission and how to reduce the risk of HIV transmission.

Includes:

- Provision of information about available medical and psychosocial support services
- Education on HIV transmission and how to reduce the risk of transmission
- Counseling on how to improve their health status and reduce the risk of HIV transmission to others.

Note: Syringe Exchange Programs are no longer RW federally funded. See letter dated March 29, 2012 at:

http://www.cdc.gov/hiv/resources/guidelines/PDF/SEC523.pdf

For allowable uses of this service category to support ACA, refer to http://hab.hrsa.gov/affordablecareact/outreachenrollment.html.

Housing Services

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:

- Housing that provides some type of medical or supportive services such as residential mental health services, foster care, or assisted living residential services
- Housing that does not provide direct medical or supportive services
- Housing-related referral services that include assessment, search, placement, advocacy, and the fees associated with them

No use of funds for direct payments to recipients of services for rent or mortgages.

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.

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.

http://hab.hrsa.gov/manageyourgrant/files/policy1101.pdf.pdf

Legal Services

Provided for an HIV-infected person to address legal matters directly necessitated by the individual's HIV status.

May include such services as (but not limited to):

	TANK TANK
	 Preparation of Powers of Attorney and Living Wills 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.
	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. Excludes:
	 Criminal defense Class-action suits unless related to access to services eligible for funding under the RW HIV/AIDS Program.
Linguistic Services	Includes interpretation (oral) and translation (written) services,
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.
Medical Transportation Services	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.
	May be provided through:
	Contracts with providers of transportation servicesVoucher or token systems
	Use of volunteer drivers(through programs with insurance and other liability issues specifically addressed) Purchase or lease of organizational vehicles for client transportation
	programs, provided the grantee receives prior approval for the purchase of a vehicle.
Outreach Services	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.
	Outreach programs must be:
	 Planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort Targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection

- Targeted to communities or local establishments that are frequented by individuals exhibiting high-risk behavior
- Conducted at times and in places where there is a high probability that individuals with HIV infection will be reached
- Designed to provide quantified program reporting of activities and results to accommodate local evaluation of effectiveness.

Note: 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.

http://hab.hrsa.gov/manageyourgrant/pinspals/outreachpolicy2012.pdf

For allowable uses of this service category to support ACA, refer to http://hab.hrsa.gov/affordablecareact/outreachenrollment.html.

Psychosocial Services

May include:

- · Support and counseling activities
- · Child abuse and neglect counseling
- HIV support groups
- · Pastoral care/counseling
- · Caregiver support
- Bereavement counseling
- Nutrition counseling provided by a non-registered dietitian.

Refer to PMS, page 37.

http://cdphinternet/programs/aids/Documents/HCPPtBPrograms/aids/HCPPtBPrograms/Aids/HCPPtBProgra

Note: Pastoral care / counseling are services that are:

- 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).
- Provided by a licensed or accredited provider wherever such licensure or accreditation is either required or available.
- Available to all individuals eligible to receive RW services, regardless of their religious denominational affiliation. http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html

Referral for Health Care / Supportive Services

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.

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.

Referrals may be made:

- Within the Non-medical Case Management system by professional case managers
- · Informally through community health workers or support staff
- As part of an outreach program

For allowable uses of this service category to support ACA, refer to http://hab.hrsa.gov/affordablecareact/outreachenrollment.html.

Rehabilitation Services

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.

May include:

- Physical and occupational therapy
- Speech pathology services
- · Low-vision training.

Respite Care

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.

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.

Addresses substance abuse problems (including alcohol and /or legal Substance Abuse and illegal drugs) in a short-term residential health service setting. Treatment Requirements: Services Services to be provided by or under the supervision of a (residential) physician or other qualified personnel with appropriate and valid licensure and certification by the State in which the services are provided Services to be provided in accordance with a treatment plan Detoxification to be provided in a separate licensed residential setting (including a separately-licensed detoxification facility within the walls of a hospital) 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 exits. Note: 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. http://hab.hrsa.gov/manageyourgrant/pinspals/eligible1002.html **Treatment** The provision of counseling or special programs to ensure readiness Adherence for, and adherence to, complex HIV/AIDS treatments, provided by non-medical personnel outside of the Medical Case Management and Counseling clinical setting.

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

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:

REPORT PERIODS	DUE DATES
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

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

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

Affordable Care Act (ACA):

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.

Please adhere to the following definitions when completing the Contractor and Service Provider Budget Documents.

Administrative Costs (Please refer to the Administrative Costs Allowances Diagram for additional information.)	The sum of Administrative Personnel, Operating Capital, and Indirect Costs. Contractor and Service Providers cannot exceed 10 percent of their total allocation without justification and management approval from HCP. Note: Please be sure to contact your OA Care Operations Advisor if you would like to request more than 10 percent allocation to Administrative Costs Note: A receptionist that assists clients and directs phone inquiries for single or multiple programs is Administrative Personnel and is not to be charged as a service category cost. A receptionist is an Administrative function.
Personnel	Contractor and Service Providers total salaries, wages, benefits, and travel paid to staff providing administrative support and costs associated with staff providing direct client services.

Non-Personnel	Service Providers allowable expenses associated with providing direct client care (supplies, materials, medical equipment, nutritional supplements, lab tests, food, and transportation vouchers, etc.) Note: For all non-personnel costs budgeted, include a detailed justification with an itemized list of items included.
Operating Expenses	Contractor and Service Providers Operating Expenses for program operations may include non-personnel costs, office supplies, postage, facilities, telephone, Internet connection, encryption software, minor equipment (unit cost under \$5,000), and travel, etc.
	Note: Equipment approved and purchased by OA must be tagged, inventoried annually, and reported annually to OA.
Capital Expenses	Includes computers, printers, and other types of equipment, with a unit cost greater than \$5,000. Capital Expenses must be approved by HCP prior to purchase.
	Note: If requesting Capital Expenses, a written justification must be provided that:
	 Lists the equipment that is being requested; Explains who will use the equipment and for what purpose; Explains why it is necessary to purchase
	the equipment; Includes a purchase versus lease analysis for "large dollar" items; and Equipment approved and purchased by OA must be tagged, inventoried annually, and
	reported annually to OA.

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, OFFICE OF AIDS HIV CARE PROGRAM (HCP) STANDARDS OF CARE

Standards of Care

Common Standard

Early Intervention Services

Food Bank - Home-Delivered Meals

Health Education Risk Reduction

Hospice Services

Housing

Linguistic Services

Medical Case Management

Medical Nutrition Therapy

Medical Transportation

Mental Health Services

Non-Medical Case Management

Oral Health

Other Professional Services

Outpatient Ambulatory Health Services

Outreach

Psychosocial Support Services

Referral for Health Care and Support Services

Substance Abuse Outpatient Care

Substance Abuse Services (residential)

Exhibit D
Subcontractor Name:
Contract Name:
Fiscal Year:

Access Support Network HCP X08 2019-2020

: -

Allocation: Food Bank/Home Delivered Meals Medical Transportation Services Mental Health Services 3. s 3._{1.}

\$ 56,700.00 \$ 18,000.00 \$ 9,000.00

Personnel Total (Non-Administrative)	Medical Transportation Services	Medical Transportation Services	Food Bank/Home Delivered Meals	Food Bank/Home Delivered Meals	(CQM if applicable) Staff Name
	Blanca Barron	David Kilburn	Melina Correa	Paris de la Rosa	Staff Name
	Case Manager	Executive Director	Case Manager	Program Manager	Position Title
	This position will coordinate the provision of non- emergency transportation services that enable eligible clients to access or be retained in core medical and support services.	This position will oversee and coordinate the provision of non-emergency transportation services that enable eligible clients to access or be retained in core medical and support services.	This position will oversee volunteers involved with the agency food pantry; distribute food, grocery, and personal hygiene items; and also includes the distribution of grocery vouchers to eligible clients.	This position will oversee volunteers and staff involved with the agency food pantry; distribute food, grocery, and personal hygiene items; and also includes the distribution of grocery vouchers to eligible clients.	Staff Duties Summary
	n/a	n/a	n/a	n/a	Effective Start Date
	\$34,994.00	\$62,408.00	\$35,880.00	\$46,000.00	Annual Salary
CAT AED OD	\$2,000.00	\$1,000.00	\$4,450.00	\$5,000.00	HCP Salary HCP FTE
ŝ	0.06	0.02	0.12	0.11	HCP FTE
2 20 20	\$400.00	\$200.00	\$890.00	\$1,000.00	Benefits
3					Travel
211 010 00	\$2,400.00	\$1,200.00	\$5,340.00	\$6,000.00	HCP X08

\$58,760.00		202	Non-Personnel Total
\$ 00.000,6	Funds from this category will support the provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients living with HIV.	17	Mental Health Services
\$ 14,400.00	Funds from this category will provide clients with access to private vehicles in need of medically-related transportation assistance with gasoline vouchers. Bus passes will be given to clients who do not drive or have access to a private vehicle. If necessary, ASN case managers educate and assist clients in understanding and navigating the public transit system throughout the county. All transportation services will enable clients to access or be retained in core medical and support services.	85	Medical Transportation Services
\$ 45,360.00	ASN will provide eligible HIV clients with food vouchers to purchase healthy foods not available in the agency pantry. The ASN will also utilize funds from this category to purchase appropriate food items for the pantry, as well as personal hygiene products and household cleaning supplies. Clients who receive these services will be deemed eligible according to the allowable amount someone can receive per month equal to the Official USDA Food Plan - Moderate level.	120	Food Bank/Home Delivered Meals
HCP X08 Amount	Methodology Description	Number Expected to Serve	(CQM if applicable)
			Table 2: Non-Personnel Details

HCP X08 Budget		
HCP X08 Budge	\$83,700,00	Total
HCP X08 Budge	\$68,760.00	Non-Personnel Total)
	\$14,940.00	Personnel Total (Non-Administrative)
Table 3: Total HCP X08 Budget	HCP X08 Budget Amount	Funding Type
		Table 3: Total HCP X08 Budget

Exhibit D
Subcontractor Name:
Contract Name:
Fiscal Year:

Access Support Network HCP X08

2020-2021

Allocation: Food Bank/Home Delivered Meals Medical Transportation Services Mental Health Services

\$ 56,700.00 \$ 18,000.00 \$ 9,000.00

Table 1: Core and Supportive Services Personnel Details (Non-Administrative)
HCP Service Category

\$14,940.00	\$0.00	\$ 2,490.00	\$0.00	\$12,450.00						Personnel Total (Non-Administrative)
\$2,400.00		\$400.00	0.06	\$2,000.00	\$34,994.00	n/a	This position will coordinate the provision of non- emergency transportation services that enable eligible clients to access or be retained in core medical and support services.	Case Manager	Blanca Barron	Medical Transportation Services
\$1,200.00		\$200.00	0.02	\$1,000.00	\$62,408.00	n/a	This position will oversee and coordinate the provision of non-emergency transportation services that enable eligible clients to access or be retained in core medical and support services.	Executive Director	David Kilbum	Medical Transportation Services
\$5,340.00		\$890.00	0.12	\$4,450.00	\$35,880.00	n/a	This position will oversee volunteers involved with the agency food pantry; distribute food, grocery, and personal hygiene items; and also includes the distribution of grocery vouchers to eligible clients.	Case Manager	Melina Correa	Food Bank/Home Delivered Meals
\$6,000.00		\$1,000.00	0.11	\$5,000.00	\$46,000.00	n/a	This position will oversee volunteers and staff involved with the agency food pantry, distribute food, grocery, and personal hygiene items; and also includes the distribution of grocery vouchers to eligible clients.	Program Manager	Paris de la Rosa	Food Bank/Home Delivered Meals
HCP X08 Budget	Trave	Benefits	HCP FTE	HCP Salary HCP FTE	Annual Salary	Effective Start Date	Staff Duties Summary	Position Title	Staff Name	(CQM if applicable)

\$68,760.00		202	Non-Personnel Total
\$ 00.000,0	Funds from this category will support the provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients living with HIV.	17	Mental Health Services
\$ 14,400.00	Funds from this category will provide clients with access to private vehicles in need of medically-related transportation assistance with gasoline vouchers. Bus passes will be given to clients who do not drive or have access to a private vehicle. If necessary, ASN case managers educate and assist clients in understanding and navigating the public transit system throughout the county. All transportation services will enable clients to access or be retained in core medical and support services.	83	Medical Transportation Services
\$ 45,360.00	ASN will provide eligible HIV clients with food vouchers to purchase healthy foods not available in the agency pantry. The ASN will also utilize funds from this category to purchase appropriate food items for the pantry, as well as personal hygiene products and household cleaning supplies. Clients who receive these services will be deemed eligible according to the allowable amount someone can receive per month equal to the Official USDA Food Plan - Moderate Level.	120	Food Bank/Home Delivered Meals
HCP X08 Amount	Methodology Description	Number Expected to Serve	HCP Service Category (CQM if applicable)
	•		Table 2: Non-Personnel Details

Table 3: Total HCP X08 Budget

\$83,700.00	Total
\$68,760.00	Non-Personnel Total)
\$14,940.00	Personnel Total (Non-Administrative)
HCP X08 Budget Amount	Funding Type

Exhibit D
Subcontractor Name:
Contract Name:
Fiscal Year:

Access Support Network HCP X08 2021-2022

Allocation: Food Bank/Home Delivered Meals Medical Transportation Services Mental Health Services

\$ 56,700.00 \$ 18,000.00 \$ 9,000.00

Table 1: Core and Supportive Services Personnel Details (Non-Administrative)

7	? [1	T
Personnel Total (Non-Administrative)	Medical Transportation Services	Medical Transportation Services	Food Bank/Home Delivered Meals	Food Bank/Home Delivered Meals	(CQM if applicable)
	Bianca Barron	David Kilburn	Melina Correa	Paris de la Rosa	Staff Name
	Case Manager	Executive Director	Case Manager	Program Manager	Position Title
	This position will coordinate the provision of non- emergency transportation services that enable eligible clients to access or be retained in core medical and support services.	This position will oversee and coordinate the provision of non-emergency transportation services that enable eligible clients to access or be retained in core medical and support services.	This position will oversee volunteers involved with the agency food pantry; distribute food, grocery, and personal hygiene items; and also includes the distribution of grocery vouchers to eligible clients.	This position will oversee volunteers and staff involved with the agency food paritry, distribute food, grocery, and personal hygiene items; and also includes the distribution of grocery vouchers to eligible clients.	Staff Duties Summary
	n/a	n/a	n/a	n/a	Effective Start Date
	\$34,994.00 \$2,000.00	\$62,408.00	\$35,880.00 \$4,450.00	\$46,000.00	Annual Salary
\$12,450.00	\$2,000.00	\$1,000.00	\$4,450.00	\$5,000.00	HCP Salary HCP FTE
\$0.00	0.06	0.02	0.12	0.11	HCP FTE
\$12,450.00 \$0.00 \$ 2,490.00 \$0.00 \$14,940.00	\$400.00	\$200.00	\$890.00	\$1,000.00	Benefits
\$0.00				·	Travel
\$14,940.00	\$2,400.00	\$1,200.00	\$5,340.00	\$6,000.00	HCP X08 Budget

\$68,760.00		202	Non-Personnel Lotal
\$ 9,000.00	Funds from this category will support the provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients living with HIV.	17	Mental Health Services
\$ 14,400.00	Funds from this category will provide clients with access to private vehicles in need of medically-related transportation assistance with gascline vouchers. Bus passes will be given to clients who do not drive or have access to a private vehicle. If necessary, ASN case managers educate and assist clients in understanding and navigating the public transit system throughout the county. All transportation services will enable clients to access or be retained in core medical and support services.	Si	Medical Transportation Services
\$ 45,350.00	ASN will provide eligible HIV clients with food vouchers to purchase healthy foods not available in the agency pantry. The ASN will also utilize funds from this category to purchase appropriate food ittems for the pantry, as well as personal ingliene products and household cleaning supplies. Clients who receive these services will be deemed eligible according to the allowable amount someone can receive per month equal to the Official USDA Food Plan - Moderate Level.	120	Food Bank/Home Delivered Meals
HCP XO8 Amount	Methodology Description	Number Expected to Serve	HCP Service Category (CQM if applicable)
	-		lable 2: Non-Personnel Details

Table 3: Total HCP X08 Budget

\$83,700.00	Total
\$68,760.00	Non-Personnel Total)
\$14,940.00	Personnel Total (Non-Administrative)
HCP X08 Budget Amount	Funding Type

Exhibit E: HIV Care Program (HCP) Invoice Expenditure Detail Contractor: Access Support Network Address: PO Box 12158 City: San Luis Obispo, CA 93406

Contract No: ASN HCP X08 FY2019-2020

County: Monterey County

Contact Person: David Kilburn, Executive Director Service Period:

	ï				Signature:
	0%	0%		\$ 83,700.00	Total
\$ 83.700.00	\$	\$			
\$ 9,000.00				\$ 9,000.00	Mental Health Services (Non-Personnel)
\$ 18,000.00		·	.	\$ 18,000.00	Medical Transportation Subtotal
\$ 14,400.00				\$ 14,400.00	Medical Transportation Services (Non-Personnel)
\$ 3,600.00				\$ 3,600.00	Medical Transportation Services (Personnel)
\$ 56,700.00		· ·	\$	\$ 56,700.00 \$	Food Bank/Home Delivered Meals Subtotal
\$ 45,360.00				\$ 45,360.00	Food Bank/Home Delivered Meals (Non-Personnel)
\$ 11,340.00				\$ 11,340.00	Food Bank/Home Delivered Meals (Personnel)
Amount Remaining	Total Expenditures To Date	Expenditures This Invoice Period	Number of Clients Served Current Invoice Period	Total Amount Allocated	Provided Services by HRSA Category

Exhibit E: HIV Care Program (HCP) Invoice Expenditure Detail

City: San Luis Obispo, CA 93406

Contact Person: David Kilburn, Executive Director

Address: PO Box 12158 Contractor: Access Support Network

Service Period:

Contract No: ASN HCP X08

FY2020-2021

County: Monterey County

100%	0%	%0			
\$ 83,700.00	\$	\$		S 83.700.00	Total Control of the
\$ 9,000.00				\$ 9,000.00	Mental Health Services (Non-Personnel)
\$ 18,000.00		÷	.	\$ 18,000.00	Medical Transportation Subtotal
\$ 14,400.00				\$ 14,400.00	Medical Transportation Services (Non-Personnel)
\$ 3,600.00				\$ 3,600.00	Medical Transportation Services (Personnel)
\$ 56,700.00		5	·	\$ 56,700.00	Food Bank/Home Delivered Meals Subtotal
\$ 45,360.00				\$ 45,360.00	Food Bank/Home Delivered Meals (Non-Personnel)
\$ 11,340.00				\$ 11,340.00	Food Bank/Home Delivered Meals (Personnel)
Amount Remaining	Total Expenditures To Date	Expenditures This Invoice Period	Number of Clients Served Current Invoice Period	Total Amount Allocated	Provided Services by HRSA Category

Date:

Signature:

Contact Person: David Kilburn, Executive Director

Exhibit E: HIV Care Program (HCP) Invoice Expenditure Detail Contractor: Access Support Network Address: PO Box 12158 City: San Luis Obispo, CA 93406

Contract No: ASN HCP X08 FY2021-2022

County: Monterey County

Service Period:

Provided Services by HRSA Category	Total Amount Allocated	Number of Clients Served Current Invoice Period	Expenditures This Invoice Period	Total Expenditures To Date	Amount Remaining
Food Bank/Home Delivered Meals (Personnel)	\$ 11,340.00				\$ 11,340.00
Food Bank/Home Delivered Meals (Non-Personnel)	\$ 45,360.00				\$ 45,360.00
Food Bank/Home Delivered Meals Subtotal	\$ 56,700.00	·	is.		\$ 56,700.00
Medical Transportation Services (Personnel)	\$ 3,600.00				\$ 3,600.00
Medical Transportation Services (Non-Personnel)	\$ 14,400.00				\$ 14,400.00
Medical Transportation Subtotal	\$ 18,000.00	·	٠. -		\$ 18,000.00
Mental Health Services (Non-Personnel)	\$ 9,000.00				\$ 9,000.00
Total	\$ 83,700.00	4	\$ -	\$ 0%	~
Signature:					