

STATEMENT OF WORK

INTENSIVE CASE MANAGEMENT SERVICES

**CASE MANAGEMENT HOME-BASED SERVICES FOR
PERSONS DIAGNOSED WITH HIV/AIDS**

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STATEMENT OF WORK (SOW)

1.0 INTRODUCTION

The County of Los Angeles (County) Department of Public Health (Public Health) Division of HIV and STD Programs (DHSP) administers the Ryan White Program (RWP) that enables low income, uninsured, or underinsured Los Angeles County (LAC) residents with HIV-positive diagnosis to receive quality care and treatment services. DHSP, through its case management home-based services for persons diagnosed with HIV/AIDS (CMHB Services), seeks to secure one or more qualified contractor(s) to provide Intensive Case Management Services (ICMS) in support of RWP. Contractor is responsible for providing ICMS with the goal of retaining persons living with HIV (PLWH) in medical and social service care to achieve and maintain viral suppression, improve overall health outcomes, and reduce forward transmission of HIV.

CMHB Services focus on specialized home and/or community-based care for PLWH who may have medical or physical needs that keep them from seeing their HIV care providers in person. Services are provided by certified registered nurse (RN) case managers and social workers at the client's home to facilitate optimal health outcomes. Contractor will evaluate, educate, counsel, advocate for, and work with each client to achieve the best possible health outcomes.

2.0 PERSONS TO BE SERVED

For each potential client, Contractor will determine RWP eligibility as listed in Section 6.0, below, and provide CMHB Services to permanently or temporarily functionally impaired clients who are eligible for RWP. For clients to be eligible for RWP in LAC, they must be a current resident of LAC, have an HIV/AIDS diagnosis, have an income at or below 500% of the federal poverty level, and be either uninsured or underinsured, whose public (i.e. Medi-Cal, Medicare) or private (i.e. Blue Cross, Kaiser) insurance does not cover CMHB Services.

3.0 PARTICIPATION IN THE STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, AIDS MEDI-CAL WAIVER PROGRAM

- 3.1 Contractor must maintain participation in the State of California, Department of Public Health (CDPH) AIDS Medi-Cal Waiver Program (MCWP) for the entire term of the Work Order.
- 3.2 Contractor must abide by and comply with the requirements, standards, protocols, and procedures established by the CDPH Office of AIDS Case Management Program (CMP) as they now exist or as may be amended at any future time during the term of the Work Order.

4.0 COUNTY'S ESTIMATED MAXIMUM OBLIGATION

4.1 County's estimated annual maximum obligation for the CMHB Services program will not exceed \$2,469,468, for all CMHB Services provided by all CMHB contractors through June 30, 2027.

5.0 COMPENSATION

County agrees to compensate Contractor, and/or its subcontractor for CMHB Services hereunder, at no more than the State-approved reimbursement rates as they currently exist or as may be modified by the State during the term of the Work Order, or for actual reimbursable net cost, as set forth in Paragraph 5.4, of the Master Agreement, INVOICE AND PAYMENTS. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6.0 CLIENT ELIGIBILITY

6.1 To be eligible to receive services under the Work Order, a client must:

- 6.1.1 Be referred by their medical provider to CMHB Services when routine Medical Care Coordination (MCC) services are inadequate for the patient.
- 6.1.2 Have an HIV/AIDS diagnosis;
- 6.1.3 Be a resident of LAC;
- 6.1.4 Have an income at or below 500% of the federal poverty level;
- 6.1.5 Be uninsured or underinsured (i.e. the client's/patient's insurance does not cover the services provided under the Work Order, or if covered, that said coverage has been maximized); and
- 6.1.6 Be permanently or temporarily functionally impaired to the extent that the services offered under the Work Order are required. This includes but is not limited to the following:
 - (1) Client is homebound, meaning it is extremely difficult to leave home and assistance to do so is needed.
 - (2) Client has been hospitalized within the past three months and their doctor has referred them for post-hospitalization MCC services.

- (3) Client requires medical care from several different specialists for complex health conditions and is failing to thrive.

6.2 With the exception of HIV status, Contractor will be responsible for verifying and documenting that clients meet the eligibility criteria outlined above on an annual basis. Client's annual healthcare expenses that are paid for through the use of the client's income will be considered deductions against the client's income for the purposes of determining the client's income level.

7.0 SERVICE DELIVERY SITES

7.1 Contractor must have a facility located in LAC for any case where a client needs to be seen at Contractor's facility and for DHSP to conduct monitoring reviews.

7.2 Contractor must request approval from DHSP, in writing, a minimum 30 days before terminating services at such location and/or before commencing services at any other location. Contractor must obtain prior written approval from DHSP before commencing services at a new or difference facility location.

7.3 A Memorandum of Understanding (MOU) is required for facility sites on locations or properties not owned or leased by Contractor with the landlord who owns or leases such location or property. Contractor will submit the MOU to DHSP for approval at least 30 days prior to implementation.

8.0 SPECIFIC SERVICES TO BE PROVIDED

Contractor will provide CMBH Services in accordance with procedures approved by the County, and consistent with laws, regulations, current health and mental health best practices and standards, including but not limited to CMP protocol, County Commission on HIV (COH) Case Management, Home-Based Standards of Care, and the Master Agreement. These services include, but are not limited to the following:

8.1 Outreach and Engagement

8.1.1 Promote, through in-person presentations, outreach, flyers and brochures, the availability of case management services for persons with HIV/AIDS among HIV/AIDS primary health care providers, and other supportive services organizations.

8.1.2 Establish rapport and build a trusting relationship with the potential Client.

8.1.3 Determine if the client is eligible for CMHB Services.

8.2 Client Intake and Comprehensive Assessment

Client intake, which is performed by the Contractor, must determine if a person is eligible to register as a case management client for CMHB Services. If the person is registered as a case management client, a client record will be initiated to include demographic data, emergency and/or next of kin contact information, and eligibility documentation.

8.2.1 Conduct intake and enrollment activities with clients to determine if they meet eligibility criteria for CMHB Services, including assisting with gathering eligibility documentation, completing intake forms, and scheduling the Initial Assessment and Individual Service Plan (ISP).

8.2.2 Client intake will include collecting the following required documentation prior to service provision and will be maintained within the client record:

- (1) Written documentation of HIV/AIDS diagnosis;
- (2) Proof of LAC residency;
- (3) Verification of client's financial eligibility for services;
- (4) Client's name, home address, mailing address, and telephone number;
- (5) Emergency and/or next of kin contact name, home address, and telephone number;
- (6) A signed and dated Release of Information form- which should be updated annually. A new form must be initiated if there is a need for communication with an individual not listed in/on the current Release of Information. Note: The Release of Information form is optional and should be used only in situations where communication with the client's caregivers, healthcare or social service providers outside of Contractor's agency is required to promote smooth coordination of CMHB Services. A signed Release of Information form is not mandatory for the client to receive CMHB Services;
- (7) A signed and dated Limits of Confidentiality Form in compliance with State and federal law;
- (8) A signed and dated Consent to Receive CMHB Services form;

- (9) A signed and dated Client Rights and Responsibilities form; and
- (10) A signed and dated Grievance Procedures form.

- 8.2.3 Identify and determine the need for basic financial and food assistance programs, through General Relief, CalFresh (i.e., food stamps), and/or any other service administered by the Department of Social Services. Document client's income information during enrollment and update at least annually, or as changes in income occur.
- 8.2.4 Identify and determine the need for Supplemental Security Income, Social Security Disability Insurance, and/or Veteran's benefits. All clients in need of benefits advocacy will be linked to Department of Health Services' (DHS) Countywide Benefits Entitlement Services Team.
- 8.2.5 Discuss the Grievance Policies and Procedures and the Termination Policies and Procedures during intake, obtain signature of the client acknowledging receipt and provide a copy to the client.
- 8.2.6 Document intake and enrollment provided to and on behalf of the client, in the County-approved information management system within three business days of the service delivery date.

8.3 Initial Assessment and Quarterly Reassessment

- 8.3.1 Conduct a comprehensive assessment using a cooperative and interactive face-to-face interview process. The assessment will be initiated within five working days of the referral and will be appropriate for age, gender, cultural and linguistic factors. The comprehensive assessment will include, but not be limited to the following:
 - (1) Medical Status: Information about the client's physical condition establishing the diagnosis and/or any other medical problems. The Nurse Case Manager (NCM), in conjunction with the Social Work Case Manager (SWCM), will complete the Cognitive and Functional Ability (CFA) score and symptoms related to HIV Disease, HIV Disease treatment, or AIDS. Contractor will obtain a certificate of eligibility from the appropriate medical providers verifying the diagnosis and confirming that he/she is responsible for the ongoing supervision of the client's HIV/AIDS care including basic HIV/AIDS and Tuberculosis information. The certificate of eligibility form must be received within 45 days

of enrollment.

- (2) Initial Nursing Assessment: The NCM will assess the impact of illness on the client to establish eligibility and identify the need for services. The NCM will conduct the initial nursing assessment within 15 days prior to enrollment. The NCM will perform assessments regarding the following: health status, vaccinations, nutrition, medications and medication adherence, engagement in care, medical comorbidities, quality of life, and mental health (including depression screening). The NCM will make all appropriate referrals and linkages to needed services. A summary of the findings and a plan that outlines the responsibilities of the NCM for the next 90 days will be included. Reassessments will be conducted at least once every 90 days or sooner if significant changes to the client's condition occur. If the patient had been recently hospitalized or evaluated in an Emergency Department or Urgent Care setting, the NCM will perform an in-person reassessment within one business day to determine patient's post-release needs such as medication reconciliation, education, and arrangement of follow-up appointments.
- (3) Provision of vaccinations: The NCM will determine what vaccinations the client needs and administer them in the home.
- (4) Provision of injectable medications including, but not limited to, long-acting injectable antiretroviral medication, hormone replacement therapy, STD treatments.
- (5) Provision of phlebotomy and specimen processing when medically necessary.
- (6) Provision of medication adherence support: If the NCM determines that a client is having adherence problem, they will work with the client, provider, and pharmacist to determine approaches to improve adherence, including but not limited to medication changes, use of pill boxes and reminders, and scheduled home delivery of medications.
- (7) Initial Functional and Level of Care Assessments: The NCM will assess each client's functional status. The CFA score will be used for the functional assessment of adult clients. The NCM and SWCM must sign, initial, and date the CFA document.
- (8) Psychosocial Assessment: The initial psychosocial assessment must be completed by the SWCM on or within 15 days of

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enrollment. The assessment will provide information about the client's social, emotional, behavioral, mental, spiritual, environmental status, family and support systems, client's coping strategies, strengths and weaknesses, and adjustments to illness. The SWCM will determine the client's resources and needs regarding mental health services, substance use counseling and treatment, housing, and transportation, and make appropriate referrals and linkages. A summary of findings and a plan outlining the responsibilities of the SWCM for the next 90 days will be included. Reassessments will be conducted at least once every 90 days or sooner if significant changes to the client's condition occur. The SWCM will refer the patient to the Licensed Mental Health Provider for therapy and further assessments as needed.

- (9) Financial Assessment: The financial assessment will address sources of income as well as expenditures, including housing, utilities, food, transportation, medical, clothing, entertainment, tobacco/alcohol, and other expenses. Reassessments will be conducted at least once every 90 days.
- (10) Resource Evaluation: A full benefits screening will be conducted. This screening will address benefits and/or entitlements the client may be receiving or is potentially eligible for. These benefits include private insurance, Medicare, Medi-Cal, Medi-Cal Managed Care, and AIDS Drug Assistance Program. Reassessments will be conducted at least once every 60 days.
- (11) Home Environment Assessment: An assessment of the client's home environment will be conducted by the NCM or the SWCM. The assessment will address the structural integrity of the home, the availability of adequate heating and cooling system, electricity, gas, hot or cold running water, food storage, preparation facilities, basic furnishing, cleanliness, presence of hazard, functional plumbing, telephone services, laundry facilities, and care of pets (if any). The home environment assessment will be performed in the client's home within 30 days of enrollment. Reassessments will be conducted annually from the date of enrollment or if/when the client moves to another residence.
- (12) Risk Assessment and Mitigation: The comprehensive assessment will include any history of abuse, neglect, or exploitation. Reassessments will be conducted at least once every 90 days.

8.4 Individual Service Plan

8.4.1 Both the NCM and SWCM will jointly develop and implement a patient-centered ISP for each client based on discussion of patients' medical and non-medical needs. The ISP, in conjunction with the client or client's representative, will be developed within seven days of enrollment and utilize the principles of Specific, Measurable, Attainable, Relevant, Time-Bound (SMART) objectives.

8.4.2 ISPs will be based on the comprehensive assessment and reassessment information and will be updated on an ongoing basis, but not less than once every 90 days. There will be documentation that the client's attending physician or primary care practitioner has been notified of the contents of the initial ISP. Supportive documentation will be maintained in the client's record. ISPs will include, but not be limited to the following elements:

- (1) Long-Term Goals: One or more brief statements describing the primary reason(s) and purpose for the client's enrollment into case management services.
- (2) Identified Problems/Needs: Statement indicating the client's problem and/or need identified within the comprehensive assessment and reassessment.
- (3) Goals/Objectives: Identified goals and objectives will include desired outcome.
- (4) Services and Interventions: A brief description of the services the client is receiving, or will receive, which addresses the identified problem and/or need and whose aim is to meet the stated goals and objectives. It will include the service, type of provider, the start date, the frequency, quantity, and duration of the service, the payment source, and signature of the case manager authorizing or documenting the service (e.g., attendant care, Home Health Agency [HHA], hours per day, times per week, for number of months and the case manager's signature).
- (5) Disposition: A brief statement indicating the disposition of each goal/objective as they are met, changed, or determined to be unattainable.

8.5 Implementation and Evaluation of Individual Service Plan

- 8.5.1 Ongoing contact and interventions with or on behalf of the client to ensure that goals are addressed and are working toward improving the client's health, restoring health maintenance, and/or restoring health status.
- 8.5.2 Current dated and signed progress notes, detailing activities related to implementing and evaluating changes in the client's health condition. All participation documentation of services and progress notes will be recorded at a minimum of two times per month within three business days of service delivery. If Contractor does not enter a minimum of two documentation of services or progress notes in the client's profile over a 30-day span, it will be considered missing.
- 8.5.3 A review and evaluation of all components of the service plan may be documented during the Interdisciplinary Team Case Conference (IDTCC) with documented evidence of both nurse and social work review. Documentation will be maintained in the client's record.

8.6 Attendant Care Services

- 8.6.1 If Contractor subcontracts with an HHA or Home Care Organization (HCO) to provide attendant care services, Contractor will ensure the subcontractor prepares an Attendant Plan of Care (APC), including but not limited to:
 - (1) Diagnosis;
 - (2) Assessment of needed care;
 - (3) Interventions;
 - (4) Goals; and
 - (5) Evaluations.
- 8.6.2 The APC will be provided to the Contractor for inclusion in the client's record. Contractor will ensure the subcontractor will implement the APC, providing supervision to their unlicensed staff, provide feedback to the Core CMHB Services team, and participate in monthly case conferences.
- 8.6.3 Attendant care services will be provided under the direct supervision of a licensed nurse and provide the following services as necessary:

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- (1) Change bed linen every seven days, or as necessary;
- (2) Monitor and record vital signs;
- (3) Assist with prescribed exercises which the client and attendant have been taught to perform by appropriate health professional personnel;
- (4) Assist client in and out of bed and with ambulation;
- (5) Assist client to the bathroom and/or with bedpan use;
- (6) Assist with ordinarily self-administered medications that have been specifically ordered by a physician;
- (7) Perform light housekeeping chores to maintain a clean and healthy environment;
- (8) Change dressings and bandages;
- (9) Plan, shop, and prepare nutritious meals as well as feeding client when necessary;
- (10) Accompany client to medical appointments;
- (11) Report changes in client's condition and needs to Contractor;
- (12) Assist client with personal care (bathing, grooming, oral hygiene, skin care, dressing, etc.) and comfort measures; and
- (13) Maintain clinical notes in accordance with APC.

8.7 Homemaker Services

8.7.1 Under the direct supervision of a licensed nurse, homemaker services will be provided to clients who require intensive home and/or community-based services. Homemaker services consist of general household activities. Services will include, but not be limited to:

- (1) Sweeping;
- (2) Vacuuming;
- (3) Washing and waxing floors;
- (4) Washing kitchen counters and sinks;

- (5) Cleaning the oven and stove;
- (6) Cleaning and defrosting the refrigerator;
- (7) Cleaning the bathroom;
- (8) Taking out the garbage;
- (9) Dusting and picking up;
- (10) Changing bed linen;
- (11) Preparing meals;
- (12) Ironing, folding and putting away laundry;
- (13) Shopping and running errands;
- (14) Storing food and supplies;
- (15) Accompanying clients to medical appointments;
- (16) Performing other services as necessary to allow client to continue to live independently. The NCM will determine the total number of hours needed.

8.8 Referral and Coordination of Care

Contractor will collaborate with other HIV service providers to provide referrals to the full spectrum of HIV-related services. NCMs and SWCMs will maintain knowledge of local, State and federal services available and refer clients as needed.

8.9 Interdisciplinary Team Case Conferences

8.9.1 Hold an IDTCC at least once every 90 days for each client. The IDTCC will consist of individuals who participate in the process of assessing the multi-service needs of clients, planning for the provision of services to meet those needs and evaluating the effectiveness and the ongoing need for interventions as identified in the ISP. At a minimum, the client and/or his/her legal representative (as appropriate), the NCM, and the SWCM will be present during the case conferences. The NCM and SWCM will address and discuss any changes in the client's status and the length of time the client will require CMHB Services based on case managers' assessment.

8.9.2 Maintain appropriate documentation in the client record including the names, licenses and/or degrees and titles of all IDTCC participants, relevant information discussed, and whether client or legal representative had input into the conference.

8.10 Case Closure

Case closure is a systematic process for disenrolling clients from active case management. The process includes written notification to a client of pending case closure at least 10 days prior to the date of disenrollment or decrease/discontinuation of services. The letter will detail the reason/s that client is being disenrolled or why services are being decreased.

All attempts to contact the client and notifications about case closure will be documented in the client record. Documentation will include:

8.10.1 All attempts to contact the client and notifications about case closure;

8.10.2 Date and signature of NCM and/or SWCM;

8.10.3 Date of disenrollment;

8.10.4 Status of the service plan;

8.10.5 Status of primary health care and support service utilization;

8.10.6 Referrals provided; and

8.10.7 Reason for disenrollment.

8.11 Provide attendant care, homemaker, and psychotherapy services to clients who have either expended all CDPH MCWP benefits, those who are under-insured/non-insured, and/or those with no other benefits available. Documentation of maximizing the MCWP benefits will be maintained in each client record. The number of service hours to be provided and the number of clients to be served will be determined by DHSP as approved by the RWP.

8.12 Ensure that each full-time equivalent (FTE) NCM and SWCM maintain a caseload of 30 to 45 clients. NCMs and SWCMs may have different numbers of clients; however, the case load must fall within the allocated range. These may be duplicated clients, not different clients for each case manager.

9.0 RECORDS, FORMS AND RECORD KEEPING

Contractor will generate and maintain retrievable program records, records relating to each CMHB Services client who receives services under the Work Order, as directed by the County. Contractor will ensure appropriate safeguards are implemented to secure each client's protected health information at all times. These records will include, but not be limited to, the following:

9.1 Client Files

Each client file may include, but not be limited to, the following:

- 9.1.1 Participation agreements documents (e.g., program policies, consent for ICMS Permanent Supportive Housing [PSH], client rights, client confidentiality, etc.);
- 9.1.2 Client grievance procedures form with signed acknowledgement by client and any submitted grievances;
- 9.1.3 Initial Assessments and Quarterly Reassessments;
- 9.1.4 Incident Reports;
- 9.1.5 Case closure documentation (follow the program exit procedure as required by the County);
- 9.1.6 Documentation of performance measures and outcomes as directed by County;
- 9.1.7 Request for exit process and completion of documentation within three business days of service delivery date; and
- 9.1.8 Other client documentation required at the County's discretion.

9.2 Information Management System

Contractor will utilize County's data management system to register each client's eligibility data, demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care.

County's system will be used to invoice for all delivered services, standardized reports, importing efficiency of billing, support program evaluation process, and to provide DHSP and participating contractors with information relative to the HIV/AIDS epidemic in LAC. Contractor must ensure data quality and compliance with all data submission requirements.

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Each client file will be maintained in the County-approved information management system must include, but not be limited to:

- 9.2.1 The DHSP Consent Form and Notice of Privacy Practices;
- 9.2.2 Any signed and completed authorizations to release, disclose, use, and/or share information. Note: Authorization Release of Information forms are optional and provision of services cannot be contingent on a client signing an authorization form.;
- 9.2.3 Initial ISP, ISP updates, Initial Assessment and Quarterly Reassessments;
- 9.2.4 Current documentation of services and Progress notes;
- 9.2.5 Documentation of client's medical and behavioral health homes and primary care provider contact information;
- 9.2.6 Health insurance information including, but not limited to, health plan and member identification (CIN Number); and
- 9.2.7 Other client file updates as required at the County's discretion.

9.3 Contractor Files

Contractor will maintain documentation addressing the following areas:

- 9.3.1 Employee Handbook;
- 9.3.2 Contractor policy sign off sheets;
- 9.3.3 ICMS PSH policies and procedures;
- 9.3.4 Any County-approved agreements and/or MOUs with service providers, project partners, and other providers (if applicable);
- 9.3.5 Case Conferencing documentation;
- 9.3.6 Participant Satisfaction Surveys and Analysis;
- 9.3.7 Other documents related to quality control activities;
- 9.3.8 Staff training documentation (e.g., certificate of completion from Case Management Training, etc.); and

9.3.9 Other records and program documentation required at the County's discretion.

10.0 REPORTING

Contractor must ensure all client data and service documentation and reporting are managed appropriately and that all of client's protected health information is kept secure in accordance with applicable regulations.

10.1 Electronic Reporting

10.1.1 Maintain client documentation and progress notes in County-approved information management system with details on ICMS PSH provided to the client.

10.1.2 Maintain demographic and other data in each client file in the County-approved information management system.

10.1.3 Correct data inaccuracies, errors, or omissions identified in County Data Quality Reports (DQR), or any other County reports within three business days.

10.1.4 The County may request Contractor to utilize other electronic documentation systems as directed by Housing and Urban Development designated Continuum of Care or Public Housing Authority, etc.

10.2 Contractor will have current ICMS PSH client documentation and progress notes in the County-approved information management system that will be utilized for payment of services provided in the last 30-day period. The County reserves the right to deny payment for which the minimum documented service requirements are missing or not met during the billing period.

10.3 Contractor will submit a program budget for DHS approval on an annual basis or as directed by the County. The budget will include program staffing, client assistance funds, and operational and administrative expenses.

10.4 Maintain incident reports, including documentation of how and when issues were resolved. Incidents include injuries, death, disturbances, property damage, etc. Provide copies of incident reports to DHS and DHSP within 24 hours of incident taking place.

10.5 Maintain monthly/quarterly/semi-annual/annual reports directed by the County. These reports will include, but not be limited to, the following:

10.5.1 Monthly Reports: Submit a signed monthly report and, as requested, the electronic format of the report and the standard client level reporting data for services no later than 30 days after the end of each calendar month. The reports will clearly reflect all required information as specified on the monthly report form and be transmitted to DHSP, c/o Financial Services Division.

10.5.2 Submit other monthly, quarterly, semi-annual, and/or annual reports within the specified time period for each requested report. Reports will include all information requested by the County and be completed in the designated format.

10.6 As directed by the County, Contractor will submit any other ad hoc reports with information to be determined by County at time of directive for budgetary or other purposes. Reports will include all the required information and will be completed in the manner and time frame to be described by the County.

11.0 QUALITY CONTROL PLAN

Contractor will establish and utilize a comprehensive Quality Control Plan (QCP) to ensure a consistently high level of quality service throughout the term of the Work Order. The QCP, which is subject to approval by the County, must be submitted to the County within 30 calendar days from the effective date of the Work Order. Revisions to the QCP must be submitted to the County for approval prior to implementation. The QCP will specify activities to be monitored to ensure that the Master Agreement and Work Order, as well as any applicable Work Order subcontractor requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable. Contractor will ensure the QCP includes, but is not limited to the following:

11.1 Staff providing services under the Work Order have qualifying experience;

11.2 Adequate number of staff are maintained at all times;

11.3 Procedures to monitor the Work Order and Master Agreement requirements are being met;

11.4 Monitoring subcontractor, if any, for compliance and quality of services;

11.5 Procedures for identifying, preventing, and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;

11.6 Development and implementation of procedures to maintain confidentiality

of participant information;

- 11.7** Resolving and addressing any client grievances that include, but are not limited to, ensuring prompt and appropriate action and documenting/reporting when the problem(s) were first identified, the corrective action(s) taken, date(s) of resolution, etc. Grievance reports will be provided to the County upon request;
- 11.8** Procedures for clinical supervision, supervision of staff, annual staff performance evaluation, and identifying and addressing staff training needs;
- 11.9** Development, implementation, and update of policies and procedures under the Work Order and Master Agreement;
- 11.10** 24/7 on-call client crisis intervention procedures;
- 11.11** Conflict resolution procedures for addressing operational concerns reported, including interpersonal conflict between Contractor staff and County and non-County staff involved in the coordination of client cases;
- 11.12** Procedures for developing and administering client satisfaction surveys and analyzing and reporting on results; and
- 11.13** Updating the QCP annually, at a minimum, and according to additional requirements as requested by the County.

12.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under the Work Order using the quality assurance procedures as defined in Sub-paragraph 8.18 of the Master Agreement, COUNTY'S QUALITY ASSURANCE PLAN.

12.1 Meetings

Contractor is required to attend any scheduled meetings. Special meetings or emergency meetings, depending on the nature of an event or issue, may be scheduled during the same business day, which Contractor is also required to attend. Contractor agrees to have at least one representative participate in the following:

- 12.1.1 Monthly collaborative provider meetings;
- 12.1.2 Monthly check-in meetings;
- 12.1.3 Quarterly strategic program planning meetings; and

12.1.4 Quarterly program performance dashboard meetings.

Meeting topics will include, but are not limited to, discussions about operations, facility updates, policy and procedures, risk management, program updates and SOW in the Work Order.

12.2 Regularly Scheduled Monitoring

The County will conduct routinely scheduled administrative and programmatic review of Contractor to ensure Work Order compliance and quality assurance.

12.2 Contractor Discrepancy Report (Attachment A)

12.3.1 The County will issue a Contractor Discrepancy Report (CDR) to Contractor as soon as possible whenever a discrepancy is identified.

12.3.2 Upon receipt of the CDR, Contractor is required to respond in writing to the County within five business days with a Corrective Action Plan (CAP) of all deficiencies identified in the CDR. The County will review the CAP for approval or may request an updated CAP to be resubmitted as necessary.

12.3.3 Any unresolved CDR deficiencies may result in the withholding and/or reclaim payment(s) for noncompliance.

12.3 County Observations

In addition to departmental contracting staff (i.e. DHSP Contract Program Auditors), other County personnel may observe performance, activities, and review documents relevant to the Work Order at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance.

13.0 RESPONSIBILITIES – COUNTY

13.1 Administrative

The County will administer the Work Order according to Paragraph 6.0 of the Master Agreement, ADMINISTRATION OF MASTER AGREEMENT – COUNTY. Furthermore, for purposes of the Work Order, County will:

13.1.1 Monitor Contractor performance in the daily operation of the Work Order.

- 13.1.2 Provide guidance and direction to Contractor on policies and procedures, data collection, and addressing clinical needs.
- 13.1.3 Prepare amendments in accordance with Sub-paragraph 8.1 of the Master Agreement, AMENDMENTS.
- 13.1.4 Provide County client referrals to Contractor.
- 13.1.5 Provide overall project coordination to link Contractor, County partners, and other County departments involved in the project.

14.0 RESPONSIBILITIES – CONTRACTOR

14.1 Program Manager

Contractor must provide a Program Manager or designated alternate who will be responsible for the overall day-to-day activities, management, and coordination of the Work Order, and be a liaison with the County. The County must have access to the Program Manager or designated alternate 24 hours per day, 365 days per year. Contractor will provide a telephone number where the Program Manager or designated alternate may be reached on a 24 hour per day basis. The Program Manager or designated alternate will:

- 14.1.1 Have experience with the following:
 - (1) Working with homeless and/or special needs populations;
 - (2) Providing case management and/or mental health services in PSH, including establishment of a crisis response system;
 - (3) Providing agreement management and compliance services;
 - (4) Budgeting and expenditure tracking;
 - (5) Supervising case managers;
 - (6) Developing and implementing QCPs on an ongoing basis;
 - (7) Working closely with property management companies and other supportive service agencies, including case management and mental health providers to ensure client’s needs are being met; and
 - (8) Building collaborative partnerships.

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- 14.1.1 Be responsible for developing policies and procedures and creating forms that facilitate the effective operation of and delivery of high quality ICMS PSH.
- 14.1.2 Have proficient writing and computer skills and have the ability to produce reports on a regular basis and as requested by the County.
- 14.1.3 Have full authority to act for Contractor on all matters relating to the daily operation of the Work Order.

14.2 Nurse Case Manager

NCM must be licensed by the State of California in good standing and have two years of experience as an RN, within the last five years, with at least one year in community nursing. NCM will preferably have a Bachelor of Science Degree in Nursing or have a Public Health Nurse certificate.

- 14.2.1 NCM will conduct the initial nursing assessment within 15 days prior to enrollment.
- 14.2.2 Each client will receive a minimum of one nursing visit every 60 days. Clients who are in medical crisis or who are at the end stages of their condition may receive daily visits as necessary.
- 14.2.3 NCM will identify adverse findings during initial assessments and take appropriate actions in accordance with policies and procedures.
- 14.2.4 NCM will perform assessments regarding the following: health status, vaccinations, nutrition, medications and medication adherence, engagement in care, medical comorbidities, quality of life, and mental health (including depression screening).
 - (1) NCM will determine what vaccinations the client needs and administer them in the home.
 - (2) If NCM determines that a client is having adherence problem, they will work with the client, provider, and pharmacist to determine approaches to improve adherence, including but not limited to medication changes, use of pill boxes and reminders, scheduled home delivery of medications.
- 14.2.5 NCM will assess each client's functional status.
 - (1) The CFA score will be used for the functional assessment of adult clients.

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- (2) NCM, in conjunction with SWCM, will complete the CFA score and symptoms related to HIV Disease, HIV Disease treatment, or AIDS.
 - (3) NCM must sign, initial, and date the CFA document.
- 14.2.6 NCM will document information during initial and ongoing assessments in accordance with policies and procedures.
 - 14.2.7 NCM will make all appropriate referrals and linkages to needed services.
 - 14.2.8 NCM will conduct reassessments at least once every 90 days or sooner if significant changes to the client's condition occur.

If the patient had been recently hospitalized or evaluated in an Emergency Department or Urgent Care setting, NCM will perform an in-person reassessment within one business day of the hospitalization of Emergency Department or Urgent Care setting evaluation to determine patient's post-release needs such as medication reconciliation, education, and arrangement of follow-up appointments.
 - 14.2.9 NCM or SWCM will conduct a home environment assessment.

Reassessments will be conducted annually from the date of enrollment or if/when the client moves to another residence.
 - 14.2.10 The NCM will provide technical supervision to ancillary staff, as assigned, such as in attendant care services and in homemaker services.
 - 14.2.11 NCM will maintain knowledge of local, State and federal services available.
 - 14.2.12 NCM will jointly work with SWCM to develop and implement a patient-centered ISP for each client based on discussion of patients' medical and non-medical needs.
 - 14.2.13 NCM will be present during IDTCC.
 - 14.2.14 Each full-time equivalent NCM will maintain a caseload of 25 to 30 clients.

14.3 Social Work Case Manager

The SWCM must have a Master's Degree in Social Work, Counseling, Psychology, or related field from an accredited social work program.

- 14.3.1 SWCM will conduct initial psychosocial assessment on or within 15 days of enrollment.
- 14.3.2 Each client will receive a minimum of one social worker visit every 60 days.
- 14.3.3 SWCM will determine the client's resources and needs in regard to mental health services, substance use counseling and treatment, housing, and transportation and make appropriate referrals and linkages.
- 14.3.4 SWCM will refer clients to the Licensed Mental Health Provider for therapy and further assessments as needed.
- 14.3.5 SWCM will jointly work with NCM to develop and implement a patient-centered ISP for each client based on discussion of client's medical and non-medical needs.
- 14.3.6 SWCM, in conjunction with NCM, will complete the CFA score and symptoms related to HIV Disease, HIV Disease treatment, or AIDS.

SWCM must sign, initial, and date the CFA document.
- 14.3.7 SWCM will conduct case management reassessments at least once every 90 days or sooner if significant changes to the client's condition occur.
- 14.3.8 SWCM or the NCM will conduct a home environment assessment. Home environment reassessments will be conducted annually from the date of enrollment or if/when the client moves to another residence.
- 14.3.9 SWCM will maintain knowledge of local, State, and federal services available.
- 14.3.10 SWCM will be present at ITDCC.
- 14.3.11 SWCM will maintain a caseload of 25 to 30 clients.

14.4 Licensed Mental Health Practitioner

The Licensed Mental Health Practitioner (LMHP) must be a Licensed Clinical Social Worker, or a Licensed Marriage and Family Therapist, or has a Doctoral degree in Psychology or Education.

- 14.4.1 LMHP will obtain referrals from the SWCM for therapy and further assessments as needed.
- 14.4.1 LMHP will interview and evaluate clients and family members to identify social, emotional, and economic factors which may interfere with obtaining maximum benefits from medical care.
- 14.4.2 LMHP will develop social/emotional assessments and formulate diagnoses and treatment plans based upon evaluation of the client's past, present, and future medical and socioeconomic functioning.
- 14.4.3 LMHP will develop and implement psychosocial therapy programs for clients utilizing a variety of therapeutic methods and techniques.
- 14.4.4 Case Conferencing will be conducted at a minimum, once every six months from the time the client is enrolled in ICMS PSH.
- 14.4.5 LMHP will develop and utilize resources of public and private agencies and community organizations to meet the needs of the clients.

14.5 Other Personnel

- 14.5.1 Contractor will determine and assign a sufficient number of qualified staff to perform the required work.
- 14.5.2 The County has the right to approve or disapprove all staff performing work under the Work Order and any proposed changes to staffing.
- 14.5.3 Contractor will ensure all staff levels needed for the delivery of direct services are available and when there is a vacancy, a replacement is made within 30 days. If a position becomes vacant, Contractor must notify the County within 72 hours. If unable to backfill any vacancies within a 30-day period, Contractor must provide County with a written reason for the ongoing vacancy, and a plan to backfill the vacant position(s), to be submitted no later than the 30th day.
- 14.5.4 Staff will be recruited, or current staff will be assigned within 30

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days of execution of the Work Order. Contractor will maintain clear and comprehensive job descriptions for all staff positions. Contractor will ensure staff provides signed acknowledgement of job descriptions.

- 14.5.5 Contractor will maintain an organizational chart (staff roster) which lists all staff funded under the Work Order, which will be submitted monthly to DHSP, or upon request.
- 14.5.6 Contractor will provide DHSP with resumes of potential program management and clinical staff and receive approval from DHSP prior to hiring.
- 14.5.7 Contractor will ensure that an annual performance evaluation is completed on all staff paid under the Work Order.

14.6 SUBCONTRACTING FOR HOME HEALTH CARE SERVICES

- 14.6.1 Contractor must subcontract with a sufficient number of HHA or HCO to provide attendant and homemaker services.
- 14.6.2 Contractor must allow the client or legal representative to choose from at least three subcontracted service providers for each service, when possible, based on the availability of participating service providers in a given geographical area.
- 14.6.3 Subcontracts for attendant and homemaker services must be in accordance with Paragraph 8.46 of the Master Agreement, SUBCONTRACTING.
- 14.6.4 Contractor must submit any subcontractor agreements for review and approval to the DHSP Director at least 30 days prior to implementation of any work performed under subcontracted HHA or HCO services..

14.7 Annual Tuberculosis Screening for Staff

- 14.7.1 Prior to employment or service provision and annually thereafter, Contractor will obtain and maintain documentation of tuberculosis screening for each staff, volunteer, and consultant providing services hereunder. Such tuberculosis screening will consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.
- 14.7.2 Adhere to Attachment B "Guidelines for Staff Tuberculosis Screening", and any revisions thereof.

14.8 Emergency and Disaster Plan

- 14.8.1 Submit to DHSP within 30 days of the execution of the Work Order, an emergency and disaster plan describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard contracted staff and clients.

- 14.8.2 Address situations including emergency medical treatment for physical illness or injury of contracted staff and clients, earthquake, fire, flood, resident disturbance, and work action. Such plan will include Contractor’s specific procedures for providing this information to all staff.

14.9 Emergency Medical Treatment

- 14.9.1 Clients receiving services hereunder who require emergency medical treatment for physical illness or injury will immediately be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care will not be a charge nor reimbursable under the Work Order.

- 14.9.2 Contractor must have a written policy(ies) for contracted staff regarding how to access emergency medical treatment for clients. Copy(ies) of such written policy(ies) will be sent to County’s Public Health, DHSP, Office of the Medical Director.

14.10 County’s Commission on HIV

All services provided under the Work Order must be in accordance with the standards of care as determined by the County COH. Contractor must actively view the COH’s website (<http://hiv.lacounty.gov>) and where possible, participate in the deliberations and respectful dialogue of the COH to assist in the planning and operations of HIV prevention and care services in LAC.

14.11 Clinical Supervision

Contractor will establish a system for providing appropriate clinical supervision to ICMS PSH staff. Clinical supervision will be provided by licensed individuals and must not be an administrative supervisor. Responsibilities include, but are not limited to, the following:

- 14.11.1 Clinical oversight of the case management services provided, staff interactions with ICMS PSH clients, program and client services documentation, etc.;

14.11.2 Chart review and case conferences with contracted staff regarding ICMS PSH clients;

14.11.3 Regular clinical supervision sessions with ICMS PSH staff; and

14.11.4 Provision of guidance on an on-call basis during any emergency situations encountered by ICMS PSH case management staff.

14.12 Case Conferencing

14.12.1 Case Conferencing will be conducted at a minimum, once every six months from the time the client is enrolled in ICMS PSH. Case Conferencing will occur in concert with Clinical Supervision (as described in Section 14.11, Clinical Supervision) and will include, but not be limited, to the inclusion of mental health and health care professionals, community partners, and other County staff, when appropriate.

14.12.2 Documentation of Case Conferencing (e.g., team meeting notes, Clinical Supervision notes, individual progress notes, etc.) will include, but not be limited to the following, and will be maintained in the client record:

- (1) Date of Case Conference and client name or identification number;
- (2) Names, titles, and signatures of Case Conference team members;
- (3) Psychosocial issues and concerns identified; and
- (4) Description of interventions to be implemented.

14.13 Training

14.13.1 Contractor will provide training programs for all new contracted staff and provide continuing in-service training for all contracted staff as directed by the County. Training will be focused on topics that include but are not limited to: excellent customer service, crisis de-escalation/dealing with difficult people, cultural awareness, sexual harassment prevention, harm reduction, etc.

14.13.2 All contracted staff will be trained in their assigned tasks. Contractor will ensure that ICMS PSH staff providing direct client services have expertise in or receive training and supervision on topics that include, but are not limited to: chronic homelessness, outreach and

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engagement strategies, intensive case management services, best practice models, mental health and substance use disorder services, crisis intervention, suicide assessment and prevention, affordable housing and public benefits applications, housing and tenant/landlord rights, eviction prevention, data management, securing protected health information, etc.

- 14.13.3 Contracted staff must have access to naloxone on their person if Contractor is registered with the County pursuant to the County Department of Public Health Standing Order to Obtain and Dispense Naloxone Hydrochloride.
- 14.13.4 Contracted staff must be prepared to assist clients with safe syringe disposal, which may include linkage to Syringe Service Programs, providing sharps disposal containers cleared by the Food and Drug Administration, and educating clients on how and where to safely dispose of used syringes.
- 14.13.5 Contractor must have an established system to ensure clients have access to 24-hour/7 days a week on-call crisis intervention for ICMS PSH. This system will include establishing policies and procedures, training, executing responsibilities to ensure a timely crisis response, coordinating the crisis response effectively, identifying appropriate service providers, etc.
- 14.13.6 Certificates and/or other documentation that verify attendance for DHSP mandatory trainings will be maintained for each contracted staff and documented in the contracted staff's file.
- 14.13.7 The County may require additional mandatory trainings for any and all contracted staff, as deemed necessary by the County.

14.14 Policies and Procedures

Contractor will maintain a written set of Grievance Policies and Procedures and Termination Policies and Procedures (Grievance Policy). Contractor will submit a copy of the Grievance Policy to the County for review and approval within 30 calendar days of executing the Work Order. The Grievance Policy will be discussed with the client during intake and the client's signature will be obtained on the form, acknowledging receipt, and a copy of the signed form will be offered to the client.

Contractor will adhere to all provisions within Attachment C "People With HIV/AIDS Bill of Rights and Responsibilities" ("Bill of Rights"), which is incorporated herein by reference. Contractor will post this document and/or

the Contractor-specific higher standard at Contractor's facility site and disseminate it to all clients. Any Contractor-specific higher standard must include, at a minimum, all provisions within the Bill of Rights. In addition, Contractor will notify and provide to its officers, employees, and agents, of the Bill of Rights document and/or Contractor-specific higher standard.

If Contractor chooses to adapt the Bill of Rights document with Contractor's own document, Contractor will demonstrate to DHSP, upon request, that Contractor fully incorporated the Bill of Rights document.

14.15 Ryan White Service Standards

14.15.1 Contractor will maintain materials documenting the Consumer Advisory Board's (CAB) activities and meetings. Documentation will consist of, but not be limited to:

- (1) CAB Membership;
- (2) Dated meetings;
- (3) Dated minutes;
- (4) A review of agency's bylaws; or
- (5) An acceptable equivalent.

The CAB will regularly implement and establish:

- (1) Satisfactory survey tool;
- (2) Focus groups with analysis and use of documented results; and/or
- (3) Public meeting with analysis and use of documented results;
- (4) Maintain visible suggestion box; or
- (5) Other client input mechanism.

14.15.2 Contractor will develop policies and procedures to ensure that services to clients are not denied based upon a client's:

- (1) Inability to produce income;
- (2) Non-payment of services;
- (3) Requirement of full payment prior to services.

Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

14.15.3 Contractor will develop a plan for provision of services to ensure that services to clients are not denied based upon pre-existing

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and/or past health conditions. This plan will include but not be limited to:

- (1) Maintaining files of eligibility and clinical policies to ensure that CMHB Services providers do not:
 - (i) Permit denial of services due to pre-existing conditions;
 - (ii) Permit denial of services due to non-HIV related conditions (primary care);
 - (iii) Provide any other barriers to care due to a person's past or present health condition.
- (2) Maintaining files on clients who are refused services and the reasons for the refusal.

14.15.4 For its facility that is available for in-person services, Contractor will comply with the American with Disabilities Act requirements, including but not limited to:

- (1) A facility that is accessible to people with disabilities;
- (2) A facility that is accessible to public transportation;
- (3) Provide means of transportation, if public transportation is not accessible;
- (4) Provide transportation assistance.

14.15.5 Contractor will develop and maintain files documenting Contractor activities for promotion of HIV related services to low-income individuals. Documentation will include copies of:

- (1) HIV program materials promoting services;
- (2) Documentation explaining eligibility requirements;
- (3) HIV/AIDS diagnosis;
- (4) Low income supplemental;
- (5) Uninsured or underinsured status;
- (6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare;
- (7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area, Transitional Grant Areas, or State of California; and
- (8) Document that all staff involved in eligibility determination have participated in required training;
- (9) Ensure that Contractor's data report is consistent with funding requirements.

14.15.6 Contractor will ensure that its policies and procedures classify veterans who are eligible for Veteran Affairs benefits. Those

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classified as uninsured are exempt as veterans from "payor of last resort" requirement.

14.15.7 Contractor will develop and maintain approved documentation for:

- (1) An employee Code of Ethics;
- (2) A Corporate Compliance Plan (for Medicare and Medicaid providers); and
- (3) Bylaws and policies that include ethics standards or business conduct practices.

14.15.8 Contractor will ensure that all staff have criminal background clearances prior to employment. Documentation will be maintained on file, including but is not limited to:

- (1) Penalties and disclosure procedures for conduct/behavior deemed to be felonies; and
- (2) Safe Harbor Laws.

14.15.9 Contractor will maintain accurate records concerning the provision of behavioral health care services.

(1) Contractor will have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:

- (a) Awarding contracts;
- (b) Referring Clients;
- (c) Purchasing goods or service; and
- (d) Submitting fraudulent billing.

(2) Contractor will maintain and develop adequate written policies and procedures that discourage:

- (a) Hiring of persons with a criminal record;
- (b) Hiring of persons being investigated by Medicare or Medicaid;
- (c) Exorbitant signing packages or large signing bonuses;
- (d) Premiums or services in return for referral of consumers;
- (e) Induce the purchase of items or services; and/or
- (f) Use of multiple charge masters or payment schedules:

- (i) Self paying clients;

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- (ii) Medicare/Medicaid paying clients; or
- (iii) Personal or private insurance companies.

14.15.10 Contractor will develop an anti-kickback policy to include but not be limited to:

- (1) Implications;
- (2) Appropriate uses; and
- (3) Application of safe harbors laws.

Additionally, Contractor will comply with federal and State anti-kickback statues, as well as the "Physician Self Referral Law" or similar regulations.

14.15.11 The following activities are prohibited by law. Contractor understands and agrees it will not engage in the following activities:

- (1) Make any statement of any kind in claim for benefits which are known or should have been known to be false;
- (2) Retain funds from any program for services not eligible;
- (3) Pay or offer to pay for referral of individuals for services;
- (4) Receive any payment for referral of individual for services;
- (5) Conspire to defraud entitlement programs or other responsible employee or contractors;
- (6) Prevent delay or delay communication of information or records in any way; and
- (7) Steal any funds or other assets.

14.15.12 Contractor will ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.

14.15.13 Contractor will provide CMHB Services with non-judgmental, culturally affirming attitudes that convey a culturally and linguistically competent approach that is appropriate and attractive to the client. Contractor will maintain a proven, successful track record serving RWP clients by effectively addressing treatment and concerns within the appropriate social context for each client.

14.16 Contractor's Office

14.16.1 Contractor is required to provide CMHB Services during regular business hours, 8:00 a.m. through 5:00 p.m., on all weekdays

(Monday through Friday) except those designated as holidays as noted below.

- 14.16.2 Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; Presidents' Day; Caesar Chavez Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.
- 14.16.3 The Contractor Program Manager or designated alternate must respond to inquiries and complaints within two hours of receipt of the e-mail or call.

14.7 Equipment Purchase

All equipment to be reimbursed by this Work Order must be pre-approved by DHSP. Equipment purchase applies to Contractor and any approved subcontractor. The justification for the purchase should include how many clients will benefit from the purchase of the equipment during each budget period. For purposes of the Work Order, equipment is defined as an item with a unit cost of five thousand dollars (\$5,000) or more and a life expectancy of four or more years.

15.0 IMPLEMENTATION PLAN

Contractor will develop an implementation plan which will be submitted for approval by the County. The implementation plan must be finalized within 30 calendar days of executing the Work Order. Implementation activities are to be completed according to the timelines agreed upon by Contractor and the County and will be documented and/or submitted as specified. Any updates to the implementation plan must have the County's approval. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by the County upon request. Any failure by Contractor to comply with the implementation plan may constitute a material breach of the Work Order, upon which the County may take corrective action, up to and including termination of the Work Order.

16.0 CalAIM REQUIREMENTS

Consistent with the State of California's California Advancing and Innovating Medi-Cal waiver, the State is instituting a new benefit called Enhanced Care Management (ECM). According to the State's policy guidance as of December 2021, ECM will coordinate all care for the highest risk enrolled clients with complex medical and social needs, including across the physical and behavioral health delivery systems. In many of these instances, the ECM benefit

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will be additive, improve management of care across delivery systems, and comprehensively address any unmet medical and/or social needs. Contractor understands and acknowledges that, from time-to-time, it may provide certain services under this SOW to individuals who are concurrently enrolled in, and receiving, the ECM benefit (or other services like those approved under 42 C.F.R. § 438.3(e)(2)). Therefore, Contractor hereby agrees to coordinate with providers, as appropriate, to ensure that there is neither interruption nor duplication of services. Contractor further agrees that it will not, under any circumstances, bill more than one payor for its provision of services hereunder. Finally, Contractor agrees to adhere to any and all of the County's policies and procedures guidelines, which may provide additional guidance on who is the appropriate provider or payor.

CONTRACTOR DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

INTRODUCTION

Tuberculosis (TB) is a contagious infection in humans transmitted largely by airborne particles containing the TB bacillus, *Mycobacterium tuberculosis*, produced by a person with the active disease and inhaled into the lungs of a susceptible individual. Infected individuals have a relatively low overall risk (10%) of developing active disease unless they have one of several host deficiencies which may increase this risk. Today, infection with the human immunodeficiency virus (HIV) presents the greatest risk of developing active tuberculosis disease following infection with the TB bacillus. Preventing transmission of tuberculosis and protecting the health of clients, patients, or residents and employees, consultants, and volunteers of HIV/AIDS service providers is the major goal of these guidelines.

These guidelines are based on the current recommendations of the federal Centers for Disease Control and Prevention (CDC), State Department of Health Services (Tuberculosis Control Program and Office of AIDS) and were developed collaboratively by County of Los Angeles - Department of Public Health, Tuberculosis Control Division of HIV and STD Programs.

POLICY

Agencies with which County contracts to provide HIV/AIDS services in non-clinical settings will obtain and maintain documentation of TB screening for each employee, consultant, and volunteer. Only persons who have been medically certified as being free from communicable TB will be allowed to provide HIV/AIDS services.

IMPLEMENTATION GUIDELINES

- I. All employees, consultants, and volunteers working for an agency providing services to persons with HIV disease or AIDS **and** who have routine, direct contact with clients, patients, or residents will be screened for TB at the beginning date of employment or prior to commencement of service provision and annually (12 months) thereafter.
 - A. If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months **of the beginning date of employment**, the Contractor may accept certification from that provider that the individual is free from active TB.
 - B. For purposes of these guidelines, "volunteer" will mean any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as housekeeping and meal preparation **and** these services are provided by such individual more frequently than one day a week and/or longer than one month duration.
- II. Contractor will be provided documentation by its new employees, consultants, and volunteers proof that they have completed the initial and annual TB screenings. The documentation may include the negative results of a Mantoux tuberculin skin test or Interferon Gamma Release Assay (IGRA) or certification from a physician/radiologist that an individual is free from active TB. This information will be held confidential. (Note: Use of the IGRA for screening health care workers requires a grant of program flexibility from the California Department of Health Services, Licensing and Certification. Please contact your local Licensing and Certification office for more information on how to obtain a grant of program flexibility).
 - A. At the time of employment or prior to commencement of service provision, all employees, consultants, and volunteers will submit to Contractor the results of a Mantoux tuberculin skin test recorded in millimeters of induration or results of IGRA testing.

1. If the tuberculin skin or IGRA test is positive, the individual must be examined by a physician, obtain a baseline chest x-ray, and submit a physician's written statement that he or she is free from communicable TB.
 2. A person who provides written documentation in millimeters of induration of a prior positive tuberculin skin test or IGRA need not obtain a pre-employment tuberculin skin test but is required to obtain a chest x-ray result and submit a physician's statement that he or she does not have communicable TB.
- B. At least annually or more frequently (as determined by TB Risk Assessment), each employee, consultant, and volunteer with a previously negative tuberculin skin test will obtain another Mantoux tuberculin skin test or IGRA and submit to Contractor the results of such test. For the tuberculin skin test, results must be recorded in millimeters of induration.
1. If this annual tuberculin test or IGRA is newly positive, the person must have a baseline chest x-ray and submit a physician's written statement that he or she is free from communicable TB.
 2. Persons with a documented history of a positive tuberculin skin test or IGRA and a negative chest x-ray will be exempt from further screening unless they develop symptoms suggestive of TB. Persons with a history of TB or a positive tuberculin test are at risk for TB in the future and will promptly report to their employer any pulmonary symptoms. If symptoms of TB develop, the person will be excused from further service provision and medically evaluated immediately.
- C. Contractor will consult with the County Los Angeles - Department of Public Health, Tuberculosis Control Office if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test or IGRA negative result to a positive result while working or residing in its facility.
- D. Contractor whose agency or facility are in the jurisdictions of the City of Long Beach Health Department or the City of Pasadena Health Department will consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test or IGRA negative result to a positive result while working or residing in its facility.
- III. Contractor will maintain the following TB screening documentation for each employee, consultant, and volunteer in a confidential manner:
- A. The results of the Mantoux tuberculin skin test or IGRA, baseline chest x-ray (if required), and physician certification that the person is free from communicable TB obtained at the time of employment or prior to service provision;
 - B. The results of the annual Mantoux tuberculin skin test or IGRA or physician certification that the person does not have communicable TB; and
 - C. The date and manner in which the County Tuberculosis Control Office, City of Long Beach Health Department, or City of Pasadena Health Department was notified of the following:
 1. Change in the tuberculin skin test or IGRA result from negative to positive;
 2. Person who is known or suspected to have a current diagnosis of TB; and
 3. Person who is known to be taking TB medications for treatment of disease only.
 - D. Contractor will develop and implement a system to track the dates on which the initial and annual TB screening results or physician certifications for each employee, consultant, and volunteer are

due and received. The system will include procedures for notifying individuals when the results of their TB screening are due.

- IV. Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about the following:
 - A. The risks of becoming infected and transmitting TB when a person has HIV disease or AIDS.
 - B. The early signs and symptoms of TB which may indicate an individual should be seen by his or her physician.
 - C. Ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees, consultants, and volunteers.
 - D. The information that Contractor is required to report to the local health department.
- V. Contractor may consult with the County of Los Angeles - Department of Public Health, Tuberculosis Control Office at (213) 744-6151 to enlist their assistance in implementing the educational program. Those Contractors with agencies or facilities in Long Beach or Pasadena may consult with their local health department for such assistance.

PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES

The purpose of this Patient and Client Bill of Rights is to help enable clients to act on their own behalf and in partnership with their providers to obtain the best possible HIV/AIDS care and treatment. This Bill of Rights and Responsibilities comes from the hearts of people living with HIV/AIDS in the diverse communities of Los Angeles County. As someone newly entering or currently accessing care, treatment or support services for HIV/AIDS, you have the right to:

A. Respectful Treatment

1. Receive considerate, respectful, professional, confidential and timely care in a safe, client-centered environment, without bias.
2. Receive equal and unbiased care in accordance with federal and State laws.
3. Receive information about the qualifications of your providers, particularly about their experience managing and treating HIV/AIDS or related services.
4. Be informed of the names and work phone numbers of the physicians, nurses and other staff members responsible for your care.
5. Receive safe accommodations for protection of personal property while receiving care services.
6. Receive services that are culturally and linguistically appropriate, including having a full explanation of all services and treatment options provided clearly in your own language and dialect.
7. Look at your medical records and receive copies of them upon your request (reasonable agency policies including reasonable fees for photocopying may apply).
8. When special needs arise, extended visiting hours by family, partner, or friends during inpatient treatment, recognizing that there may be limits imposed for valid reasons by the hospital, hospice or other inpatient institution.

B. Competent, High-Quality Care

1. Have your care provided by competent, qualified professionals who follow HIV treatment standards as set forth by the Federal Public Health Service Guidelines, the Centers for Disease Control and Prevention (CDC), the California Department of Health Services, and the County of Los Angeles.
2. Have access to these professionals at convenient times and locations.
3. Receive appropriate referrals to other medical, mental health or other care services.

C. Make Treatment Decisions

1. Receive complete and up-to-date information in words you understand about your diagnosis, treatment options, medications (including common side effects and complications) and prognosis that can reasonably be expected.
2. Participate actively with your provider(s) in discussions about choices and options available for your treatment.
3. Make the final decision about which choice and option is best for you after you have been given all relevant information about these choices and the clear recommendation of your provider.
4. Refuse any and all treatments recommended and be told of the effect not taking the treatment may have on your health, be told of any other potential consequences of your refusal and be assured that you have the right to change your mind later.
5. Be informed about, and afforded the opportunity to participate in, any appropriate clinical research studies for which you are eligible.
6. Refuse to participate in research without prejudice or penalty of any sort.
7. Refuse any offered services or end participation in any program without bias or impact on your care.
8. Be informed of the procedures at the agency or institution for resolving misunderstandings, making complaints or filing grievances.
9. Receive a response to a complaint or grievance within 30 days of filing it.
10. Be informed of independent ombudsman or advocacy services outside the agency to help you resolve problems or grievances (see number at bottom of this form), including how to access a federal complaint center within the Center for Medicare and Medicaid Services (CMS).

D. Confidentiality and Privacy

1. Receive a copy of your agency's Notice of Privacy Policies and Procedures. (Your agency will ask you to acknowledge receipt of this document.)
2. Keep your HIV status confidential or anonymous with respect to HIV counseling and testing services. Have information explained to you about confidentiality policies and under what conditions, if any, information about HIV care services may be released.
3. Request restricted access to specific sections of your medical records.
4. Authorize or withdraw requests for your medical record from anyone else besides your health care providers and for billing purposes.
5. Question information in your medical chart and make a written request to change specific documented information. (Your physician has the right to accept or refuse your request with an explanation.)

E. Billing Information and Assistance

1. Receive complete information and explanation in advance of all charges that may be incurred for receiving care, treatment and services as well as payment policies of your provider.
2. Receive information on any programs to help you pay and assistance in accessing such assistance and any other benefits for which you may be eligible.

F. Patient/Client Responsibilities

In order to help your provider give you and other clients the care to which you are entitled, you also have the responsibility to:

1. Participate in the development and implementation of your individual treatment or service plan to the extent that you are able.
2. Provide your providers, to the best of your knowledge, accurate and complete information about your current and past health and illness, medications and other treatment and services you are receiving, since all of these may affect your care.
3. Communicate promptly in the future any changes or new developments to your health and illness, medications and other treatment services you are receiving.
4. Communicate to your provider whenever you do not understand information given to you.
5. Follow the treatment plan you have agreed to and/or accepting the consequences of failing the recommended course of treatment or of using other treatments.
6. Keep your appointments and commitments at this agency or inform the agency promptly if you cannot do so.
7. Keep your provider (or main contact) informed about how to reach you confidentially by phone, mail or other means.
8. Follow the agency's rules and regulations concerning patient/client care and conduct.
9. Be considerate of your providers and fellow clients/patients and treat them with the respect you yourself expect.
10. Refrain from the use of profanity or abusive or hostile language; threats, violence or intimidations; carrying weapons of any sort; theft or vandalism; intoxication or use of illegal drugs; sexual harassment and misconduct.
11. Maintain the confidentiality of everyone else receiving care or services at the agency by never mentioning to anyone who you see here or casually speaking to other clients not already known to you if you see them elsewhere.

For More Help or Information

Your first step in getting more information or involving any complaints or grievances should be to speak with your provider or a designated client services representative or patient or treatment advocate at the agency. If this does not resolve any problem in a reasonable time span, or if serious concerns or issues that arise that you feel you need to speak about with someone outside the agency, you may call the number below for confidential, independent information and assistance.

For patient and complaints/grievances call DHSP Customer Support Line (800) 260-8787
8:00 am – 5:00 pm
Monday – Friday

