



Contract No. NA120000069

**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
CENTRAL TEXAS COMMUNITY HEALTH CENTERS, INC.  
D/B/A COMMUNITYCARE  
FOR PROVISION OF SERVICES UNDER  
RYAN WHITE PART A  
HIV EMERGENCY RELIEF GRANT PROGRAM  
CFDA No. 93.914**

This "Contract for Provision of Ryan White Part A HIV/AIDS Grant Services" (Contract) is entered into by and between the City of Austin, a Texas home-rule municipal corporation situated in Hays, Travis and Williamson Counties, acting by and through its duly authorized City Manager and the City's Health and Human Services Department (City or HHSD), and Central Texas Community Health Centers, Inc., a Texas non-profit corporation (Contractor). This Contract shall be effective on April 1, 2012.

The City has received a federal Ryan White Part A HIV Emergency Relief Grant from the U.S. Department of Health and Human Services (DHHS), which is administered by the federal Health Resources and Services Administration (HRSA). City wishes to purchase from Contractor core medical services for eligible clients living with HIV/AIDS, in accordance with the Grant terms. Contractor agrees to provide these services to City in accordance with the terms of this Contract and the terms of the Grant, a copy of which has been provided to and reviewed by Contractor.

The City and Contractor agree to the following terms and conditions:

**A. Term**

The term of this Contract shall be from April 1, 2012, through February 28, 2013. Any amendment or modification to this Contract must be in writing, approved by each party and signed by an authorized representative of each party.

**B. Service Performance**

Contractor agrees to administer and execute all of the activities and provide all services described in this Contract, including but not limited to those set forth in the Work Statement, attached as Attachment A. Contractor agrees to achieve the client output and outcome goals described in the Performance Measures, attached as Attachment B.

**C. Contract Managers**

1. City's Contract Manager for this Agreement shall be responsible for oversight and monitoring of Contractor's performance under this Agreement. City's Contract Manager is Gregory L. Bolds, Manager, Health and Human Services Department, (phone) 512-972-5081.

The Contract Manager may meet with Contractor to discuss any operational issues or the status of the services or work to be performed, shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Agreement, and give Contractor timely feedback on the adequacy of progress and reports or necessary additional information.

2. Contractor's Contract Manager shall represent the Contractor with regard to performance of this Agreement and shall be the designated point of contact for the City Contract Manager. Contractor's Contract Manager is Deborah Lowndes, Practice Administrator, phone 512-978-9112.

3. If either party replaces its Contract Manager, the party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

**D. Financial Terms**

1. City agrees to reimburse Contractor for services that are rendered under this Contract in strict accordance with the terms of this Contract, including but not limited to the Work Statement, which is attached to this Contract as Attachment A, and the Performance Measures, which are described in Attachment B.

2. Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by City for all services and goods provided under this Contract is one million five hundred sixty-four thousand seven hundred and sixteen dollars (\$1,564,716). City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable expenses as set forth in the Cost Allocation and Budget Justification, attached to this Contract as Attachment C. City's obligation to pay is specifically subject to the timely receipt of complete and accurate reports, as required by the Grant and this Contract, and appropriation of sufficient funds by City Council.

3. Payment to the Contractor shall be made within thirty (30) calendar days following receipt and approval of a timely and accurate Payment Request and Funds Status Report, HIV Services Monthly Performance and Budget Status Report, and AIDS Regional Information and Evaluation System (ARIES) Data Report. Payment amount will be based on number of units of service documented in ARIES Data Report. Contractor shall submit a Payment Request and Funds Status Report, HIV Services Monthly Performance and Budget Status Report, and ARIES Data Report to City no later than fifteen (15) calendar days following the end of the calendar month covered by the Payment Request and reports. The only exceptions to this 15-day deadline may be made in the following circumstances:

- a. a Payment Request and the required reports are received by the Contract Manager following denial of a claim that was previously submitted by Contractor to a third party insurance provider, the third party claim was denied (for example, due to ineligibility), and the Payment Request and reports are received no later than forty-five (45) calendar days of the termination or expiration date of the Contract term during which the service was provided, or
- b. the City's Contract Manager documents in writing that the services were provided in accordance with the Grant and terms of this Contract, and the completed Payment Request is received by City no later than forty-five (45) calendar days after the date of termination or expiration of the Contract term during which the service was provided.

4. City shall not be liable to Contractor for any costs which have been paid or are eligible to be paid under other contracts or from any other source including public and private insurance providers. In addition, City shall not be liable for any costs incurred by Contractor which were incurred prior to the effective date of this Contract, or not billed to City within deadlines set forth herein, provided, however, that pursuant to OMB circular #087-2004/#31 the City will allow eligible pre award and pre contract costs incurred by Contractor between March 1, 2012, through March 31, 2012 as approved by the Health Resources and Services Administration.

5. Contractor agrees to refund to City any funds paid under this Contract which City determines have resulted in overpayment to Contractor or which City determines have not been spent by Contractor in accordance with the terms of this Contract or the terms of the Grant. Contractor agrees to issue a refund to City within thirty (30) calendar days after a written refund request is submitted by City. City may, at its discretion, offset refunds due from any payment due Contractor, and City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

6. Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting fund or a general fund

with a specific chart of accounts which reflect revenues and expenditures for the monies received under this Contract.

**E. Standard Reporting Requirements**

1. Contractor agrees to enter and report all service delivery and financial data required on the HIV Services Monthly Performance and Budget Status Report form and the ARIES Data Report.
2. Contractor must submit a Contract Close-Out Report to City, in the format provided by HHSD, with all required documents no later than forty-five (45) calendar days following the termination or expiration date of the Contract term.
3. Contractor agrees to submit to City and to HRSA as applicable the reports identified in this Contract and in the Report Delivery Schedule, attached as Attachment D, and other fiscal and program reports as the City or HRSA may require. In addition, Contractor agrees to submit an Annual Ryan White HIV/AIDS Program Services Report (RSR) in the format required by HRSA within the required timelines as designated by HRSA each year.

**F. Conditions**

1. Contractor shall have an authorized executive sign the HIV Contractor Assurances form, attached as Attachment F. Non-compliance with HIV Contractor Assurances may result in the suspension or termination of this Contract.
2. Contractor shall enter service delivery data into ARIES or other data management system designated by the City, within five (5) business days of providing the service. Contractor shall ensure that complete and correct client-level data are entered into ARIES.
3. Contractor agrees to work with City in developing and maintaining a Business Continuity Plan and to participate in the City's Emergency Preparedness and Response Plan, as appropriate.
4. Contractor shall comply with approved Austin Transitional Grant Area (TGA) Standards of Care for service categories. Contractor shall provide training to staff on all approved service category current Standards of Care related to their positions within ninety (90) calendar days of receipt of the Standards of Care from HHSD, within thirty (30) calendar days of new employee hire date, and at least annually thereafter for all staff who are responsible for implementing service category Standards of Care. Documentation of current Standards of Care training shall be maintained and reported as required by HHSD. Contractor has reviewed the Austin TGA Standards of Care, agrees to comply with them, and they are incorporated by reference.

5. Contractor agrees to participate in HHSD Clinical Quality Improvement Management Program including site visits, Clinical Quality Improvement Management Committee and subcommittee meetings, needs assessments, client satisfaction surveys, service utilization reviews, and other case reviews and chart audits as identified by HHSD through the Clinical Quality Improvement Process. Contractor agrees to actively participate in and use the Plan, Do, Study, Act (PDSA) model for service improvements. Contractor agrees to participate in quality improvement training or meetings conducted by the Austin Area Comprehensive HIV Planning Council and the HHSD. Contractor agrees to provide the HHSD with a Contractor-specific Clinical Quality Improvement Plan that is updated annually, reflects changes/improvements in care, addresses identified client needs, and is consistent with the overall Austin Transitional Grant Area (TGA) Quality Management Plan and Quality Goals. Contractor will provide a copy of this plan to the City's Contract Manager of the Austin TGA no later than ninety (90) calendar days of the effective date of this Agreement. Contractor has reviewed the Austin TGA Quality Management Plan and Quality Goals, agrees to comply with them, and they are incorporated by reference.

6. Contractor shall ensure that service activities are delivered so that cultural differences, limited English proficiency, and health literacy do not constitute a barrier, and in full compliance with the fourteen (14) National Standards on Culturally and Linguistically Appropriate Services (CLAS) described at:  
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>.

7. Contractor shall adhere to the Austin TGA Grievance Policy and Procedures required by HRSA and adopted by the HIV Planning Council. Contractor's Grievance Policy and Procedures shall be available in both English and Spanish and posted in a public area that is accessible to clients.

8. Funds awarded for pharmaceuticals shall meet the following federal requirements:

a. They must only be spent to assist clients who have been determined to be ineligible for other pharmaceutical programs, including but not limited to the AIDS Drug Assistance Program, while they await entrance into such programs, and/or for drugs that are not on the State ADAP or Medicaid formulary.

b. If Contractor reimburses clients for outpatient drugs, an assessment must be made to determine whether Contractor's drug acquisition practices meet federal requirements regarding cost-effectiveness and reasonableness (see 42 CFR Part 50, Subpart E, and OMB Circulars A-87 and A-122 regarding cost principles). If Contractor is eligible to be a covered entity under Section 340B of the Public Health Service Act, and the assessment shows that participating in the 340B Drug Pricing Program and its Prime Vendor Program is the most economical and reasonable manner of purchasing or reimbursing for covered outpatient drugs, as defined in that section, failure to participate may result in a negative audit finding, cost disallowance, or Grant funding offset.

9. Contractor is prohibited from using funds awarded under the Grant to support Syringe Services Programs, inclusive of syringe exchange, access, and disposal.

10. In accordance with Program Policy No. 10-2, Contractor may not use Grant funds for Outreach programs which have HIV prevention education as their exclusive purpose, or broad-scope awareness activities about HIV services that target the general public. Outreach Program Policy No. 10-2 is incorporated by reference.

11. Contractor agrees not to deny services, including but not limited to prescription drugs, to a veteran who is otherwise eligible for Ryan White Program HIV/AIDS services in accordance with the Ryan White HIV/AIDS Program HRSA Policy Notice-04-01 regarding veterans living with HIV/AIDS. HRSA Policy Notice-04-01 is incorporated by reference.

12. Contractor agrees to document client eligibility recertification every six months and must include verification of low income status, residency, medical necessity, and that the Grant is the payer of last resort.

13. Contractor agrees to meet specific program and fiscal requirements as detailed in the *National Monitoring Standards for Ryan White Grantees*. Contractor has reviewed the *National Monitoring Standards for Ryan White Grantees*, agrees to comply with them, and they are incorporated by reference.

14. Contractor agrees to comply with HHSD Administrative and Fiscal Review process, which has been reviewed by Contractor, and to provide all related documentation in the formats and by the due dates as required by the HHSD.

15. Contractor agrees to comply with established ARIES data standards and policies by:

- a. Completing input for all ARIES required data elements within established timelines;
- b. Ensuring that established thresholds for missing, unknown, or inconsistent ARIES required data elements are not exceeded;
- c. Participating in data-related trainings or other technical assistance activities;
- d. Responding to periodic ARIES data requests and related desktop monitoring processes conducted by the Data Manager or other HHSD/HRAU staff; and
- e. Ensuring that all ARIES users are aware of data standards and policies, and that new users receive training prior to entering data into the system.

16. Contractor shall document in writing its referral relationships with points of entry to help identify HIV positive clients and refer them into the health care system. Points of entry are: emergency rooms; substance abuse treatment programs; detoxification

programs; detention facilities; sexually transmitted disease (STD) clinics; federally qualified health centers; HIV counseling and testing sites; mental health programs; and homeless shelters. Documented referral agreements are memorandums of understanding, interagency contracts, or other formal agreements that include the names of parties involved, time frame or term of the agreement, a clearly defined referral process, and a follow-up mechanism to ensure referrals take place. Contractor shall establish and document a referral relationship with each applicable point of entry, retain subsequent client referral documentation, and make such documentation available for review by the City.

17. Contractor agrees to comply with Maintenance of Effort requirements under Part A of Title XXVI of the Public Health Service Act as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009, if applicable, and shall maintain adequate systems for consistently tracking and reporting on HIV-related expenditure data as required by HRSA and the HHSD.

**G. Budget**

1. Contractor agrees not to use any funds provided under this Contract to supplant other funding already in place for services described in Work Statement, attached to this Contract as Attachment A, for any charges or services which are billable to any third party payers, for cash payment directly to service recipients, or for acquisition of real property, building construction, renovations, or other capital improvements.

2. Contractor agrees not to use funds provided under this Contract to pay for services covered by third party funding sources including, but not limited to, Medicaid, State Children's Health Insurance Programs, Medicare including the Part D prescription drug benefit, and private insurance.

3. The Contractor that provides services that are eligible for coverage by Medicaid and/or Medicare shall be certified and provide documentation of certification to the City. Contractor is required to be certified to receive Medicaid payments for eligible services, unless waived by the Secretary of Health and Human Services.

4. Contractor agrees to collect and report program income as required by this Contract and the Grant, and to list all program income received in the HIV Services Monthly Performance and Budget Status Reports. The program income is to be returned to the respective HIV/AIDS program and used to provide eligible services to eligible clients. Program income is gross income directly generated by the Grant-supported activity or earned as a result of the Grant award. Program income includes, but is not limited to income from fees for services performed such as direct payment, or reimbursements received from Medicaid, Medicare, private insurance or any third-party payers. Direct payment includes, but is not limited to enrollment fees, premiums,

deductibles, cost sharing, co-payments, coinsurance, or other charges. Contractor agrees to add program income to Contract funds and use program income to further eligible project or program objectives. Contractor shall ensure that systems are in place to account for program income. Program income will be reported on the HIV Services Monthly Performance and Budget Status Report and on other report formats as required by the HHSD.

5. Persons with an income at or below 100% of the current federal poverty line may not be charged for any services covered by this Contract. All other clients may be charged a fee based on income. The Contractor shall develop a sliding fee schedule based on current federal poverty income guidelines, and a mechanism capable of billing patients and third party payers. Contractor shall make reasonable efforts to collect from patients and third parties. A copy of the proposed fee schedule must be posted in an area accessible to all clients. No client shall be denied services because of an inability to pay.

6. Contractor agrees to cap annual charges to clients based upon an individual client's annual gross income, and on Contractor's sliding fee scale, documented annually. Contractor ensures that annual charges for HIV care from any and all providers do not exceed ten percent (10%) of an individual's annual gross income, based on billing documentation provided by clients. Contractor shall limit the annual cumulative charges to an individual for HIV-related services as provided in the following table:

Client Income	Maximum Charge (annual cap)
At or below 100% of Federal Poverty Level (FPL)	\$0
101% to 200% of FPL	No more than 5% of gross annual income
201% to 300% of FPL	No more than 7% of gross annual income
Over 300% of FPL	No more than 10% of gross annual income

Contractor shall implement a system to ensure that these annual caps on charges to patients are not exceeded.

7. Contractor agrees to prepare Budget and Justification, attached as Attachment C, with sufficient detail to allow identification of administrative expenses as defined in the *National Monitoring Standards for Ryan White Grantees*. Contractor will provide expense reports, as requested by the HHSD, that track administrative expenses with sufficient detail to permit review of administrative cost elements. Unless the HHSD has approved a different expenditure cap in advance, administrative expenses will be limited to ten percent (10%) of all Contract expenses.



8. Contractor shall report on a monthly basis the cumulative number of units of service delivered and the cumulative amount of reimbursement requested from the start date of the current term period. Unless the City has approved a different service delivery schedule in advance, cumulative units delivered and cumulative reimbursement should both fall within ten percent (10%) below or above the pro-rated amount of the annual total amounts corresponding to the number of months lapsed in the current Contract term, for service measure deliverables and projected expenditure spend-down. If a contracted service provided is not within the ten percent (10%) level, written explanation must be provided on the HIV Services Monthly Performance and Budget Status Report. If the cumulative service delivery or amount of reimbursement is not within the ten percent (10%) level, City may require the Contractor to either: 1) submit a revised expenditure plan; or 2) amend the contract budget amount to the amount projected to be expended, as determined by the City.

## **H. General Terms**

### **1. Compliance with Laws**

Contractor shall comply with all applicable federal, state, and local laws and rules governing the performance of this contract, or the provision of services under this Contract, including but not limited to all non-discrimination provisions of the Austin City Code. The documents and requirements identified or attached to this Contract do not constitute a complete compilation of all applicable requirements or duties that may be imposed upon the Contractor.

### **2. Insurance**

Contractor shall maintain, and shall require all subcontractors providing services under this Contract to maintain, Standard Insurance coverage/limits no less than those described in Attachment E, Insurance Requirements. Based on the types of services provided by Contractor and/or subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment E may be imposed.

### **3. Additional Reports**

Contractor agrees to submit to City any other reports required by DHHS, HRSA, or the City. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by City. Upon termination of this Contract, any unused, un-obligated funds, rebates, or credit (or interest earned) on funds received hereunder shall be returned to the City.

### **4. Administrative and Fiscal Review**

Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms provided by the HHSD and all required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service

Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

5. **Expenses**

Expenses shall be considered reimbursable if incurred directly and specifically in the performance of this Contract and in conformance with the terms of this Contract, including the Work Statement and any Grant conditions or other requirements governing the use of funds paid to Contractor under this Contract.

6. **Access to Records**

Contractor shall give DHHS, HRSA and the City access to and the right to examine all books, accounts, records, reports, files including all client files, and other papers, things, or property belonging to or in use by Contractor pertaining to this Contract. Such rights to access shall continue as long as the records are retained by Contractor and in any event, not less than five (5) years after the expiration or termination of the Contract. Contractor agrees to maintain such records in an accessible location. Contractor shall include the requirement of this section in all subcontracts, and all agreements or arrangements whereby services are secured in furtherance of Contractor's performance of this Contract. If Contractor asserts that it cannot legally provide City with access to client identifying information, Contractor shall provide City with citation to the law which prohibits disclosure of client information. City acknowledges Contractor's obligation to protect the confidentiality of patient information that does not pertain to individuals who receive services under this Contract, and Contractor agrees to maintain such information in a manner that does not interfere with audit or monitoring activities of the City, DHHS or HRSA. Because Contractor's David Powell Clinic is a specialty clinic providing services to patients with HIV and/or AIDS, Contractor may redact the patient names, social security numbers, addresses and telephone numbers from the copies of patient records removed from the clinic provided, however, that Contractor shall ensure that these records include a patient identifying number which permits unobstructed audit and monitoring activities. Contractor acknowledges that auditors may be required to verify services and the clinic's Director shall work with auditors to contact selected patients to allow verification of services.

7. **Debarment**

Contractor warrants that neither Contractor nor its principals or officers are currently suspended or debarred from doing business with the United States government as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

8. **MBE/WBE Goals**

MBE/WBE goals do not apply to this Contract.

9. **DHHS, HRSA & City's Right to Audit**

a. Contractor agrees that the representatives of DHHS, HRSA, the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and reproduce any and all records of the Contractor related to the performance under this Contract during normal business hours (Monday - Friday, 8:00 a.m. – 5:00 p.m.). The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Contract or until all audit and litigation matters that the City, DHHS, or HRSA has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

b. Contractor shall give DHHS, the U.S. Government Accountability Office, the Texas Comptroller, the Texas State Auditor's Office, and the City, or any duly authorized representatives of these entities, access to and the right to examine and copy, on or off the premises of Contractor, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Contractor. Upon termination of this Contract, all records are property of the City.

Contractor shall include subsections a. and b. above in any subcontracts entered into in connection with the services provided under this Contract.

10. **Access to Premises**

City has the right to enter Contractor's work facilities and premises during regular work hours (8:00 a.m. – 5:00 p.m. Monday through Friday, excluding state holidays), and Contractor agrees to facilitate a review of the facilities upon request by City.

11. **Monitoring**

Contractor acknowledges that DHHS and the City and their designee(s) may also conduct periodic on-site monitoring and evaluation of the efficiency, economy, and effectiveness of Contractor's performance of this Contract. DHHS or the City will notify Contractor in writing of any deficiencies noted during such monitoring. Contractor shall respond to the monitoring report by the required deadline. DHHS or the City will provide technical assistance, upon request, to Contractor and will require or suggest changes in Contractor's program implementation or in Contractor's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. DHHS or the City will conduct follow-up visits to review and assess the efforts Contractor has made to correct previously noted deficiencies. DHHS or the City may invoke remedies, including

termination of this Contract, in the event monitoring or other reliable sources reveal material deficiencies in Contractor's performance or if Contractor fails to correct any deficiency within the time allowed by federal law.

12. **Pro-Children Act**

Contractor agrees to comply with the Pro-Children Act of 1994, [20 USC Sec. 6081, *et seq.*], which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through state or local governments by federal grant, contract, loan or loan guarantee.

13. **Purchase and Ownership of Personal Property**

Contractor agrees not to use funds provided under this Contract to purchase personal property with a unit acquisition cost (the net invoice unit price of an item of equipment or furniture) of \$5,000 or more and a useful life of at least one year unless Contractor has received the prior written approval of the City for such purchase. City shall own all such property. Extensive justification and detailed status of current equipment must be provided when requesting funds for these purchases. Upon the termination of this Contract, the City may transfer title to any such equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of \$5,000 or more to any other entity receiving funds under the Grant if approved by the Director of HHSD.

14. **Repayment to City**

Contractor must repay City for any amounts which are determined by City to fall in any of the following categories:

- a. are subject to reimbursement by a source other than the City;
- b. supplant other funding for services already in place;
- c. are for any goods or services which are billable to or have been billed to any available third party payer;
- d. are for cash payments;
- e. are for payment for Medicaid/Medicare covered services for Medicaid/Medicare beneficiaries;
- f. are not incurred during the Contract term or,
- g. are incurred for the purchase of permanent improvement to real property.

15. **Warranties**

Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all formal action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.

Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If Contractor is unable or unwilling to perform its services in accordance with the above standards as required by City, then, in addition to any other remedy available to the City at law, City may reduce the amount of services it may be required to pay for under the Contract from Contractor, and purchase conforming services from other sources.

16. **Public Information Act**

Contractor acknowledges that City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Contract and documents related to this Contract which are in the City's possession or to which the City has access are presumed to be public and the City may release these records to the public unless an exception described in the Public Information Act applies to a document.

17. **Termination & Dispute Resolution**

a. **Termination for Cause.** In the event of a default by a party, the other party shall have the right to terminate the Contract for cause, by written notice delivered by certified mail, return receipt requested to the party in default. Unless the party giving notice specifies a different time period in the notice, the Contract is terminated thirty (30) calendar days after the date of the notice. During this time period, the party alleged to be in default may cure the default or provide evidence sufficient to prove to the other party's reasonable satisfaction that the default does not exist or will be cured in a time satisfactory to the party alleging the default. In addition to any other remedy available at law or in equity, the party not in default shall be entitled to recover all actual damages and direct costs incurred as a result of the other party's default, reasonable court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Each party's rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

b. **Termination for Convenience (or without cause).** The City may terminate this Contract for convenience at any time upon providing at least thirty (30) calendar days written notice to Contractor. On receipt of the notice of

termination, Contractor shall immediately stop performance of services (unless the notice directs otherwise) and deliver all documents, programs, reports, and materials accumulated in performing this Contract (whether finished or in process) to City's Contract Manager within ten (10) business days. City shall pay Contractor for all eligible, reimbursable costs and obligations incurred up to the date of termination. However, in no event shall Contractor be entitled to recover any funds for unperformed services.

In the event of termination for convenience, City shall have the right (but not the obligation) to take over the services and complete them by contract or otherwise, including the option to require Contractor to assign any or all of its subcontracts to City.

18. **Default**

A party shall be in default under the Contract if the party fails to fully, timely and faithfully perform any of its obligations under the Contract, or fails to provide adequate assurance of performance under subsection 19 below (Right to Assurance).

19. **Right to Assurance**

When a party to this Contract in good faith has reason to question the other party's intent to perform, that party may make a written demand on the other party for assurance of the intent to perform. The party who is asked for assurance shall have ten (10) business days to provide notice of its assurance of intent to perform. If the party fails to provide the assurance within the required time period, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

20. **Disputes**

If a dispute arises between the parties regarding performance under this Contract, which the parties are unable to resolve through negotiation, the parties agree the dispute will be submitted for mediation before suit is filed. If the mediation does not successfully resolve the dispute to the satisfaction of both parties, each party is free to pursue other remedies available to them. Each party agrees to pay fifty percent (50%) of the mediator's expenses.

21. **Indemnification**

**CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (INDEMNIFIED PARTIES), AGAINST ALL COSTS, EXPENSES (INCLUDING COURT COSTS BUT EXCLUDING ANY ATTORNEYS FEES), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (CLAIMS), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS CONTRACT OR VIOLATION OF LAW BY CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES,**

SUBCONTRACTORS, SUCCESSORS OR ASSIGNS (CONTRACTOR PARTIES), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY CONTRACTOR IN THIS CONTRACT OR IN CONTRACTOR'S APPLICATION OR PROPOSAL, (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY CONTRACTOR PARTIES IN CONNECTION WITH THIS CONTRACT PROVIDED, HOWEVER, THAT CONTRACTOR IS NOT REQUIRED TO INDEMNIFY OR HOLD HARMLESS INDEMNIFIED PARTIES, FOR MEDICAL MALPRACTICE CLAIMS AGAINST EMPLOYEES OF THE TRAVIS COUNTY HEALTHCARE DISTRICT FOR ACTS OR OMISSIONS WITHIN THE SCOPE OF THEIR EMPLOYMENT AT DAVID POWELL CLINIC, AS THE FEDERAL GOVERNMENT PROVIDES LIABILITY PROTECTION AGAINST THIS CATEGORY OF CLAIMS. CLAIMS TO BE INDEMNIFIED UNDER THIS SECTION INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES, WAGES OR INCOME, DAMAGE, DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

City shall give Contractor written notice of a Claim asserted against an Indemnified Party. Contractor shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Contractor of any obligations in this Contract. In no event may Contractor admit liability on the part of an Indemnified Party without the written consent of the City Attorney.

Maintenance of the insurance required under this Contract shall not limit Contractor's obligations under this section. Contractor shall require all subcontractors to indemnify City as provided in this section.

## 22. Subcontracts

a. Contractor may not subcontract the performance of this Contract without prior written approval by City. If Contractor obtains City's written approval, Contractor shall include all applicable financial, performance, and other requirements within its subcontract. All subcontracts will be subject to monitoring by DHHS and the City.

b. In no event shall any provision of this Section 22 (specifically the requirement that Contractor obtain the City's prior written approval of a subcontractor) be construed as relieving Contractor of the responsibility for ensuring that the performances rendered under all subcontracts approved by the City in writing are rendered so as to comply with all terms of this Contract, as if the performance were rendered by Contractor alone. The City's approval under this section does not constitute adoption, ratification, or acceptance of Contractor's or its subcontractor's performance under this Contract. The City maintains the right to insist upon Contractor's full compliance with the terms of this Contract, even if the City has approved a subcontract in writing, and does not

waive any right of action which may exist or which may subsequently accrue to the City under this Contract.

23. **Independent Contractors**

This Contract shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the parties. The Contractor shall perform all services required under this Contract as an independent Contractor, not as an agent or employee of the City. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. The Contractor shall not be supervised by any employee or official of the City nor shall the Contractor exercise supervision over an employee or official of the City.

24. **Jurisdiction and Venue**

This Contract is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Contract, either administrative or judicial, shall be proper in Travis County, Texas.

25. **Force Majeure**

- a. Each party to this Contract excuses the failure of the other party to perform its obligations under this Contract if that failure is caused by an event of Force Majeure. Force Majeure means acts and events not within the control of the party, and which the party could not use due diligence to avoid or prevent. Events of Force Majeure include acts of God, strikes, riots, sabotage, civil disturbances, epidemics, acts of domestic or foreign terrorism, lightning, earthquakes, fires, storms, floods, and landslides. Force Majeure does not include economic or market conditions which affect a party's cost, but not its ability to perform.
- b. The party invoking Force Majeure shall give timely written notice to the other party of the event by facsimile transmission, telephone, or electronic mail. The party shall then promptly provide written notice of the Force Majeure in the manner required by this Contract. The party shall use due diligence to remedy the effects of Force Majeure as soon as reasonably possible. If a party's performance is delayed by the event of Force Majeure, the parties will mutually agree to extend the time for the completion of obligations by a period of time reasonably necessary to overcome the effect of the Force Majeure event.

26. **Offset of Indebtedness**

Contractor acknowledges that the City has provided notice of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money by the City to any



person who is in arrears to City for taxes, and of Section 2-8-3 of the Austin City Code concerning the right of City to offset any indebtedness owed to City.

27. **Current Revenue**

Contractor acknowledges that the City has provided notice that the City's payment obligations to Contractor are payable only from funds appropriated and currently available for the purpose of this Contract. City shall provide Contractor with prompt notice of failure of City to make an adequate appropriation or lack of current revenue available to pay the amounts due under the Contract.

28. **Assignment**

Contractor may not transfer any right(s) or obligation(s) under this Contract without the prior written consent of the City.

29. **Non-Waiver**

a. In no event shall any payment by City to Contractor, the acceptance or receipt of reports, or any other act or failure of the City to insist in any one or more instances upon the terms and conditions of this Contract constitute or be construed in any way to be a waiver by the City of any breach of covenant or default which may then or subsequently be committed by the Contractor. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to the City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of the City may waive the effect of this provision.

b. Any right given to DHHS and the City by this Contract shall not preclude the existence of any other remedy or right, nor shall any action taken in the exercise of any remedy or right be deemed a waiver of any other remedy or right. The failure of DHHS or the City to exercise any right or remedy on any occasion shall not constitute a waiver of the City's or DHHS' right to exercise that or any other remedy or right at a later time.

30. **Conflict of Interest**

a. Contractor covenants that neither it, nor any member of its governing body, presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or appointed as a member of its governing body.

b. Contractor covenants that no member of its governing body or its staff, subcontractors or employees shall possess any interest in or use their position for

a purpose that is or gives the appearance of being motivated by a desire for private gain for himself or others, particularly those with whom they have family, business, or other ties.

c. No officer, employee, independent consultant, or elected official of City who is involved in the development, evaluation, or decision-making process regarding this Contract, or the performance of this Contract, shall have a financial interest, direct or indirect, in the Contract. Contractor acknowledges that if it takes action, directly or indirectly, that results in a violation of this provision, City, in its sole discretion, may void this Contract.

31. **Political and Sectarian Activity**

Contractor agrees that no portion of the funds received from City under this Contract shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

32. **Publicity**

a. Where such action is appropriate as determined by the City, the Contractor shall publicize the activities conducted by the Contractor under this Contract. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

b. The Health and Human Services Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds, Contractor receiving Federal funds shall clearly state the percentage of the total costs of the program or project which will be financed with Federal funds, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

33. **No Third Party Beneficiaries**

This Contract is not intended to confer any rights upon any other person or entity, including but not limited to any client or employee of Contractor.

34. **Notices**

All notices, demands and requests required or permitted under this Contract shall be in writing and may be given by:

- a. hand delivery to the party to be notified with signature by receiving party acknowledging delivery;
- b. deposit in the United States mail, registered or certified, with return receipt requested, postage prepaid, addressed to the party at the address set forth below;
- c. overnight courier of general use in the business community of Austin, Texas; or
- d. facsimile correspondence if a facsimile number is provided below and the sending party retains a machine generated confirmation sheet evidencing the time and date of the facsimile transmission.

Notice given under this section shall be deemed delivered and effective on the earlier of actual receipt or three (3) calendar days following deposit in accordance with the requirements of subsection (b) above.

For purposes of notice the addresses of the parties shall, until changed, be:

**Contractor**

Leslee Froelich  
Interim Chief Executive Officer  
Central Texas Community Health Centers, Inc.  
15 Waller Street, 5<sup>th</sup> Floor  
Austin, Texas 78702  
Facsimile: 512-978-9001

**City**

Carlos Rivera  
Director  
City of Austin Health and Human Services Dept.  
7201 Levander Loop, Building E  
P.O. Box 1088  
Austin, Texas 78767  
Facsimile: 512-972-5016

With copies to:  
Stephanie Y. Hayden  
Acting Assistant Director  
City of Austin Health and Human Services Dept.  
7201 Levander Loop, Building E  
P.O. Box 1088  
Austin, Texas 78702  
Facsimile: 512-972-5016

An alternative addressee or address may be designated by either party by sending written notice in a manner described above.

35. **Survival of Obligations**

All provisions of this Contract that impose continuing obligations on the parties, including but not limited to warranty, indemnification, limitation of liability, and confidentiality, shall survive the expiration or termination of this Contract.


36. **Entire Contract**

This Contract, together with the Grant and the Attachments listed below, constitutes the entire Contract between the parties with regard to Ryan White Part A services. The parties agree that any agreement, assertion, statement, understanding, or other commitment made prior to or contemporaneous with this Contract, whether written or oral, shall have no force or effect whatsoever; nor shall any agreement, assertion, statement, understanding, or other commitment occurring during the term of this Contract have any legal force or effect unless the Contract is amended in writing and signed by authorized representatives of both parties.

Attachment A	Work Statement
Attachment B	Performance Measures
Attachment C	Cost Allocation and Budget Justification
Attachment D	Report Delivery Schedule
Attachment E	Insurance Requirements
Attachment F	HIV Contractor Assurances
Attachment G	Confidentiality Agreement

[AGENCY LEGAL NAME].

CITY OF AUSTIN:

Signature: 

Signature: 

Print Name: Leslee Froelich

Print Name: Stephen T. Ade

Title: Interim Chief Executive Officer  
Central Texas Community Health Centers, Inc.  
P.O. Box 17366  
Austin, Texas 78760

Title: Purchasing Manager  
City of Austin  
Purchasing Office  
P.O. Box 1088  
Austin, Texas 78767

Date: 8/30, 2012

Date: 9/6/, 2012

# **ATTACHMENT A**

## **WORK STATEMENT**

<b>Service Category</b>
Outpatient /Ambulatory Medical Care
AIDS Pharmaceutical Assistance
Mental Health Services

## **Ryan White Part A Work Statement**

**FY 2012  
David Powell Clinic**

### **Service Category Name: Outpatient Ambulatory Medical Care**

#### **Client Eligibility**

Clients will be reassessed to determine continued eligibility at six (6) month intervals. At intake, new patients complete a comprehensive financial eligibility screening process with a specially trained eligibility specialist to determine what health resources are available to them (i.e., Medicaid, Medicare, etc.) and to be assigned an eligibility status for purposes of payment. DPC staff verify patient eligibility prior to each medical visit utilizing CareVault, which searches a database for patient enrollment in a number of highly utilized commercial medical insurance companies, and Medicaid to check for Medicaid status. Patients utilizing Travis County's MAP program receive, at minimum, an annual screening to verify current eligibility for the program with frequency of verification determined by MAP. DPC also screens for and utilizes the AIDS Drug Assistance Program (ADAP), which provides access to limited medications for HIV-specific care, such as antiretrovirals and opportunistic infection prophylaxis, and multiple Pharmaceutical Company Compassionate Care Programs (PAP). Veterans are educated about health care services they may be eligible to receive through the VA but, if they indicate they wish to receive medical care at DPC, their eligibility is determined in the same manner as other patients.

No individual is ever denied service based on declared inability to pay. However, every effort is made to determine if a patient has any third-party payor resources available, and to collect co-pays and/or the patient responsibility portion for sliding fee scale patients.

Individuals must be HIV-positive to be eligible for services at DPC. Documents used and on file to establish proof of HIV status include previous lab work such as Western Blot, HIV Viral Load, etc. Patients who report a positive HIV test who did not receive, or are not able to produce, the results of a Western Blot will have confirmation testing performed through the clinic's laboratory services.

Documents used and on file to verify residence, income, and insurance status:

- Residency
  - Current State of Texas driver's license/identification card
  - Mexican Consulate identification card
  - Rent receipt or printout
  - Lease agreement
  - Mortgage card
  - Utility bill: T.V., cable, gas, phone, electric
  - Supplemental Security Income (SSI) letter
  - Tax receipt

- Personal mail
- Social Security receipt
- Written statement from a known agency
- Manager's/landlord statement
- Social Security letter
- Medicaid Letter
- Resident Support Statement
- Homeless: Applicant Residency Statement listing a specific location
- Income
  - Pay stubs/checks
  - Child Support
  - TANF
  - Benefits letters
    - Retirement
    - Worker's Compensation
    - Social Security
    - Unemployment
  - Bank Statements
  - Supporter Statement
  - Affidavit
  - Tax return (for some application forms)
- Insurance Status
  - Medicaider
  - TMHP
  - CareVault (see above under Client Eligibility)

### **Target Population**

DPC's targeted population includes any adult living with HIV disease within the Austin TGA which includes the five counties of Bastrop, Caldwell, Hays, Travis, and Williamson. Specially targeted populations include PLWHA who are unfunded or underinsured. Other populations served include, but are not limited to, racial/ethnic minorities, women, men who have sex with men (MSM), homeless individuals, injection drug users, recently incarcerated individuals, and individuals who have been out of care and want to return to care.

### **Service Category Activities**

#### **Service activities linked to Budget Justification**

The activities covered under this category of work are the basic functions of medical care for PLWHA:

- Provision of outpatient medical care for HIV Disease, including laboratory services and medical referrals as necessary
- Provision of outpatient primary medical care for PLWHA, including laboratory services and medical referrals, i.e. dental care as necessary
- Coordination of outpatient medical services including provision of antiretrovirals, OI medications, and primary care medications and treatment adherence counseling

- Provision of prevention and risk reduction education and counseling as a part of primary care for PLWHA
- Referral to internal and external behavioral health services, as appropriate, for mental health, substance abuse, and chemical dependency issues
- Referral to appropriate social services for non-medical assistance in order to improve treatment adherence
- Referral to in-house Medical Social Workers or to external, community based Medical Case Managers

These activities are accomplished through the creation of a collaborative patient/provider medical treatment plan based on disease and health status, treatment guidelines, standards of care, and cultural and lifestyle considerations. DPC makes every attempt to ensure that Ryan White funds remain the payor of last resort for outpatient/ambulatory medical care services.

#### Frequency of service activities

The majority of patients are seen every three to four months on an outpatient basis. Additional office visits for acute conditions or necessary follow-up based on the patient's individualized treatment plan.

#### Location(s) of service activities

All Outpatient/Ambulatory Medical Care services will be provided at Community Care – David Powell located at 4614 N. Interstate 35 in Austin, Texas.

#### Staffing

Name, Credential, Title	FTE	Gender	Race	Summary of Duties
James A. Zachary, MD, Lead Provider	1.00	Male	White	Supervises DPC clinical operations and medical practice. Provides direct care to patients. Researches, develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions.
Robert Morrison, MD, Physician	1.00	Male	White	Provides direct care to patients. Researches, develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions. Acts as resident Psychiatrist for immediate on-site consultation.
Padmam Sriram, MD, Physician	0.50	Female	Asian	Provides direct care to patients. Researches, develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions.
Tom Hull, NP, Nurse Practitioner	0.80	Male	White	Provides direct care to patients. Researches, develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions.
Steven Crow,	0.50	Male	White	Provides direct care to patients. Researches,



MD, Physician				develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions.
Cynthia Brinson, MD, Physician	0.30	Female	White	Provides direct care to patients. Researches, develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions. Acts as liaison for incarcerated and recently incarcerated PLWHA.
Donald Brode, MD, Physician	0.30	Male	White	Provides direct care to patients. Researches, develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions. Acts as resident Hepatitis C specialist.
Linda Dooley, MD, Physician	0.10	Female	White	Provides direct care to patients. Researches, develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions. Acts as resident TB specialist.
Dora Negron-Bosworth, Nurse Manager (RN)	1.00	Female	Hispanic	Supervises nursing staff, phlebotomist, dietician, Referral Coordinator and Patient Assistance Program Coordinator. Develops policies and procedures necessary to manage and direct aforementioned staff. Assists providers in the treatment of patients. Performs professional nursing functions (triage, patient education, etc.).
Dena Moore, RN, Registered Nurse	1.00	Female	White	Assists providers in the treatment of patients. Performs professional nursing functions (triage, patient education, etc.).
Beverly Woodward, RN, Registered Nurse	1.00	Female	White	Assists providers in the treatment of patients. Performs professional nursing functions (triage, patient education, etc.).
Paula Dominy, RN, Senior Registered Nurse	0.80	Female	White	Assists providers in the treatment of patients. Performs professional nursing functions (triage, patient education, etc.).
Ivan R. Nepustil, MD, Physician	.02	Male	White	Provides direct care to patients. Researches, develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions.
Maria Saldiva, RN, Senior PRN Registered Nurse	1.00	Female	Hispanic	Assists providers in the treatment of patients. Performs professional nursing functions (triage, patient education, etc.).
Judy Wheeler, RN, Senior Registered Nurse	1.00	Female	White	Assists providers in the treatment of patients. Performs professional nursing functions (triage, patient education, etc.).
Peggy Wright, RN, Senior Registered Nurse	1.00	Female	White	Assists providers in the treatment of patients. Performs professional nursing functions (triage, patient education, etc.).

JoAnn Castro Patient Referral Coordinator	1.00	Female	Hispanic	Supports the medical staff by making and following up on provider referrals for specialty care. Manages the pre-authorization process. Ensures that all medical documents are accurate and complete. Provides accurate and timely communication for medical providers, referral resources and patients.
Elvinieka Flowers Phlebotomist	1.00	Female	African American	Performs blood draws on patients, processes serum, and submits to subcontractors for routine and specialized HIV blood testing. Processes other specimens as necessary to complete testing ordered by medical providers.
Tracy Tripulas, Patient Assistance Coordinator	1.00	Female	White	Collaborates with providers to coordinate Patient Assistance Program to obtain needed medications at no cost for eligible patients. Coordinates patient participation in drug trials and early access programs.
Raul Castaneda, RPh, Pharmacist III, Pharmacist-In- Charge	1.00	Male	Hispanic	Lead Pharmacist responsible for all aspects of pharmacy operations, including clinical, managerial, and operational activities. Also participates in the delivery of direct care to clients.
Rhonda Ray, Grants Program Manager	1.00	Female	White	Manages grant administration, including application, negotiation, and contract compliance. Supervise clinic operations in the absence of or at the direction of the Regional Practice Administrator. Works with Regional Practice Administrator and clinic management team to devise, design, and improve clinical operations to improve fiscal and operational efficiency.
Vacant, Performance Improvement Specialist (QI)	1.00	N/A	N/A	Coordinates the collection, evaluation, and dissemination of quality improvement/assurance activities and information. Designs, schedules and conducts quality reviews as appropriate to the facility or service. Performs or coordinates chart and/or other medical record reviews, and records and/or abstracts specific relevant data as appropriate. Manages data and data systems, including ARIES.
Sylvia Rangel, Patient Account Representative (Eligibility)	1.00	Female	Hispanic	Conducts financial eligibility interviews with patients and maintains eligibility records.
Polly Frizzell, Medical Admitting Clerk	1.00	Female	White	Enters demographic and service delivery into the ARIES data management system to specifications and performs related monitoring duties.

(ARIES)				
Maria Garcia, Medical Admitting Clerk Senior	1.00	Female	Hispanic	Provides oversight for front desk staff, cashier, and medical records. Establishes necessary processes to ensure that clinic and departmental policies are followed. Coordinates administrative functions such as building maintenance, technology assistance, and security.
Monica Castillon Medical Admitting Clerk	1.00	Female	Hispanic	Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records.
Viveca Holmes, Medical Admitting Clerk (Cashier)	1.00	Female	African American	Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records.
Rosalina Rodriguez, Medical Admitting Clerk (Insurance)	1.00	Female	Hispanic	Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records. Checks patients in CareVault for third party payor coverage.
Sakira Stanley Medical Admitting Clerk (Health Information Management)	1.00	Female	African American	Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records.
Debbi Giossi, RN, Registered Nurse	1.00	Female	African American	Assists providers in the treatment of patients. Performs professional nursing functions (triage, patient education, etc.).
Marina Vasquez, RN, Registered Nurse	1.00	Female	Hispanic	Assists providers in the treatment of patients. Performs professional nursing functions (triage, patient education, etc.).
Uneisela Espinoza, , Medical	1.00	Female	Hispanic	Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks

Admission Clerk				patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records.
Alicia Sutherland, Medical Admission Clerk	1.00	Female	White	Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records.
Vacant Performance Improvement Specialist	1.00	N/A	N/A	Enters demographic and service delivery into the ARIES data management system to specifications and performs related monitoring duties.
Subcontractor Clinical Pathology Associates	N/A	N/A	N/A	CPL provides contracted esoteric laboratory services
Subcontractor LabCorp Phlebotomist Bonnie Kaye	N/A	Female	White	LabCorp provides contracted laboratory services and one phlebotomist
Volunteers	None	N/A	N/A	N/A

### **Client Access**

#### **Visibility in the Community**

- Local AIDS Service Organizations (ASOs) and hospital/clinic referrals
- Internal CommUnityCare clinic referrals from the HIV Opt-Out Testing program, post-exposure testing, or calls to the CommUnityCare Patient Access Center
- Internet websites including:
  - CommUnityCare, local and State Health organizations including Austin Travis County STD Clinic
  - Links from sites used by PLWHA such as poz.com and thebody.com
  - Many of the area ASOs have posted links to the David Powell Clinic on their websites.
  - The Friends of the David Powell Clinic 501(c)(3)
  - DPC is a top result on search engines such as Google when searching by keywords like "HIV and Austin". DPC receives many patients who transfer from out-of-state using this mechanism.
- Phone:
  - Listed in the blue pages section of the telephone directory
  - Listed in the Austin Gay and Lesbian Yellow Pages and in its online format
  - Through the local 211 telephone community information service

- Social Marketing, e.g., participation in Austin HHSD-HIV Services social marketing campaigns focused on minority populations such as Men Having Sex with Men, African-Americans and Latinos
- Free continuing education for HIV case managers in the Austin area
- Participation in various HIV-related community events such as the Hill Country Ride for AIDS and the AIDS Walk
- Staff present workshops at HIV/STD conferences and World AIDS Day as well as medical staff interviews with media

#### Hours of Service

To allow maximum access and flexibility for patients, the David Powell Clinic is open two evenings a week, Tuesday and Wednesday, in addition to its regular 8:00 a.m.-5:00 p.m. hours Monday through Friday, and is located near three City bus lines. Patients needing acute care may access medical care after hours, including week-ends, at CommUnityCare's two acute care clinics. Patients may choose between the Hancock Walk-in Care Clinic, open from 8:00 a.m. to 8:00 p.m. each day or the William Cannon Walk-in Care Clinic which is open from 8:00 a.m. to 8:00 p.m. Monday through Saturday. The Hancock clinic is centrally located and the William Cannon clinic serves the south side of Austin. Both clinics are accessible by several bus lines. Providers at these clinics may access the DPC patient's medical record via the Electronic Medical Record for continuity of care.

□

#### Barriers that hinder or prevent patients from accessing care

Many HIV clients and patients have multiple issues to deal with in addition to their HIV disease. Co-morbidities, unemployment, poor personal health and nutrition habits, substance abuse, lack of transportation, and poverty are just a few of the peripheral issues that can also affect the patient's access to, or benefit from, medical care. DPC coordinates with other HIV service providers in the TGA to help facilitate access to transportation, food, and appropriate case management or other assistance to address various non-medical issues which may present as barriers to care. All DPC services are provided regardless of race, religious practice, color, national origin, gender, age, disability, marital status or sexual orientation. No patient is denied services because of inability to pay.

Currently, DPC provides transportation assistance with:

- Taxi vouchers – in town and to the surrounding counties.
- Bus passes – one day and 31 day.
- Gas cards
- MetroAccess referrals

DPC has successfully approached other entities to provide supplemental grant funding for transportation in addition to the Taxi Vouchers received from Austin HHSD. DPC and Central Health have been at several meetings between local area organizations and CapMetro protesting the proposed changes to bus routes.

Language barriers are addressed as follows:

- DPC has a large number of staff and providers in all areas of the clinic who speak Spanish
- DPC has a Translation line service available to facilitate communication with patients who speak languages other than those spoken by staff

- DPC routinely schedules Services for the Deaf translators for appointments for our deaf patients
- DPC is investigating a secure patient access portal to facilitate e-mail communication

### **Service Linkage, Referral, and Collaboration**

As David Powell Clinic is a Primary Medical Care site, entry into care at DPC includes medical visits. Additionally, as HIV testing becomes a part of routine primary care in the CommUnityCare system through the new Opt-Out HIV Testing program, primary care providers in other clinics will be able to refer positive patients directly to DPC for rapid access to HIV care. Long-established collaborative relationships with other HIV service organizations such as AIDS Services of Austin, C.A.R.E. Program, Wright House Wellness Center, Project Transitions, and Community Action provide not only referral into services at DPC, but also provide the means for DPC medical case managers to refer DPC patients to partnering agencies to facilitate access to food, housing, transportation, and appropriate case management or other assistance to address non-medical issues. The organizations meet regularly to coordinate care, identify areas of concern and improve processes.

Referrals to specialty and dental providers, social services and other referrals are documented in the Electronic Health Record (EHR). The Referral Coordinator informs the referring provider as to the status of the referral on a timely basis. Providers document the results of diagnostic tests and referrals in the EHR. After approval, DPC staff are able to access the Seton and St. David's systems' EHRs to facilitate the timely flow of medical information following discharge. The Hancock clinic is open 7 days a week and local hospitals are able to call the clinic during weekends and on holidays to request relevant medical records. This facilitates prompt, appropriate, accurate and safe treatment of DPC patients who seek care elsewhere such as local area emergency departments.

In the summer of 2009, DPC staff initiated the Return to Care Collaboration (RTC). Members from each of the community's AIDS Service Organizations (ASOs) meet bimonthly to identify and collaborate on strategies to reduce the number of patients following out of medical care. This group also tracks the disposition of clients who may have transferred care, relocated, been incarcerated, etc.

DPC has a long-standing relationship with several educational institutions in the area: UT Southwestern at Austin, Family Medicine Residency Program; Central Texas Medical Foundation (an independent medical residency program); the University of Texas Graduate Schools of Nursing and Pharmacy. CommUnityCare and David Powell also participate in the education of medical residents from UTMB through Capital AHEC, and nursing students through UT.

### **Client Input and Involvement**

Providers and patients work together to create an individualized treatment plan beginning with the initial medical appointment. Additionally, providers may refer patients to nursing, social work staff, and the clinical pharmacist to create a more detailed treatment plan with specific

strategies for resolving barriers to treatment adherence. DPC, in collaboration with the Austin HHSD HRAU, conducts a patient survey at least annually to determine patient satisfaction across all service areas within the clinic. Other surveys are conducted as needed to identify areas of patient concern, e.g., reasons for not showing up to appointments. The clinic also maintains a "Patient Comment" box in the clinic lobby, which allows patients to submit comments or concerns at any time. Posters are placed in the clinic to help disperse information to patients and frequently this provides feedback from the patients. Patients may also directly call a patient hotline, also located in the clinic lobby, to ask questions or voice concerns. Calls received through the hotline are channeled through the clinic administrator for resolution. As an FQHC, CommUnityCare's Board is required to be 51% patients and DPC is represented on the Board. DPC staff attend the Austin TGA Planning Council as needed, and receive patient input from this planning body as well.

### **Cultural Competency**

Service activities will be delivered so that cultural and language differences do not constitute a barrier to services in full compliance with the National Standards on Culturally and Linguistically Appropriate Services (CLAS) described at:

<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>.

### **Quality Management**

DPC quality improvement activities are included under the larger umbrella of the CommUnityCare Performance Improvement (PI) Work Plan, which is updated on an annual basis or as otherwise needed. The CommUnityCare Board has the ultimate responsibility for the PI Program. The DPC Administrator is a member of several committees: Risk Management; Environment of Care; Health Literacy; Joint Commission; Executive Performance Improvement; and attends the Compliance Committee. The DPC Lead Provider is a member of the Peer Review Committee and also attends weekly and monthly meetings where performance issues are addressed. DPC follows the PI Work Plan which includes regular peer performance reviews. The PI Unit has responsibility to review, synthesize, and distribute confidentially the data reported in PI monitoring, perform credentialing activities, and maintain policies that meet all regulatory requirements.

### **Compliance with Ryan White Part A Program Monitoring Standards**

- Ensure that client medical records document services provided, the dates and frequency of services provided, that service are for the treatment of HIV infection
- Include clinician notes in patient records that are signed by the licensed provider of services
- Maintain professional certifications and licensure documents and make them available to the grantee on request
- Document, include in client medical records, and make available to the grantee on request:
  - The number of laboratory tests performed
  - The certification, licenses, or FDA approval of the laboratory from which tests were ordered
  - The credentials of the individual ordering the tests.

## **Ryan White Part A Work Statement**

**FY 2012  
David Powell Clinic**

**Service Category Name: AIDS Pharmaceutical Assistance – Local (APA)**

### **Client Eligibility**

Clients will be reassessed to determine continued eligibility at six (6) month intervals. At intake, new patients complete a comprehensive financial eligibility screening process with a specially trained eligibility specialist to determine what health resources are available to them (i.e., Medicaid, Medicare, etc.) and to be assigned an eligibility status for purposes of payment. DPC staff verify patient eligibility prior to each medical visit utilizing CareVault, which searches a database for patient enrollment in a number of highly utilized commercial medical insurance companies, and Medicaider to check for Medicaid status. Patients utilizing Travis County's MAP program receive, at minimum, an annual screening to verify current eligibility for the program with frequency of verification determined by MAP. DPC also screens for and utilizes the AIDS Drug Assistance Program (ADAP), which provides access to limited medications for HIV-specific care, such as antiretrovirals and opportunistic infection prophylaxis, and multiple Pharmaceutical Company Compassionate Care Programs (PAP). Veterans are educated about health care services they may be eligible to receive through the VA but, if they indicate they wish to receive medical care at DPC, their eligibility is determined in the same manner as other patients.

No individual is ever denied service based on declared inability to pay. However, every effort is made to determine if a patient has any third-party payor resources available, and to collect co-pays and/or the patient responsibility portion for sliding fee scale patients.

Individuals must be HIV-positive to be eligible for services at DPC. Documents used and on file to establish proof of HIV status include previous lab work such as Western Blot, HIV Viral Load, etc. Patients who report a positive HIV test who did not receive, or are not able to produce, the results of a Western Blot will have confirmation testing performed through the clinic's laboratory services.

Documents used and on file to verify residence, income, and insurance status:

- Residency
  - Current State of Texas driver's license/identification card
  - Mexican Consulate identification card
  - Rent receipt or printout
  - Lease agreement
  - Mortgage card
  - Utility bill: T.V., cable, gas, phone, electric
  - Supplemental Security Income (SSI) letter
  - Tax receipt



- Personal mail
- Social Security receipt
- Written statement from a known agency
- Manager's/landlord statement
- Social Security letter
- Medicaid Letter
- Resident Support Statement
- Homeless: Applicant Residency Statement listing a specific location
- Income
  - Pay stubs/checks
  - Child Support
  - TANF
  - Benefits letters
    - Retirement
    - Worker's Compensation
    - Social Security
    - Unemployment
  - Bank Statements
  - Supporter Statement
  - Affidavit
  - Tax return (for some application forms)
- Insurance Status
  - Medicaider
  - TMHP
  - CareVault (see above under Client Eligibility)

### **Target Population**

DPC's targeted population includes any adult living with HIV disease within the Austin TGA which includes the five counties of Bastrop, Caldwell, Hays, Travis, and Williamson. Specially targeted populations include PLWHA who are unfunded or underinsured. Other populations served include, but are not limited to, racial/ethnic minorities, women, men who have sex with men (MSM), homeless individuals, injection drug users, recently incarcerated individuals, and individuals who have been out of care and want to return to care.

### **Service Category Activities**

#### **Service activities linked to Budget Justification**

The activities covered under this category of work are the basic functions of AIDS Pharmaceutical Assistance for PLWHA:

- DPC offers AIDS Pharmaceutical Assistance (local) through its on-site Class-A pharmacy staffed with licensed pharmacists and pharmacy technicians.
- Pharmacy dispenses medications obtained through internal direct purchases, using the 340(b) discount program made possible by both its Ryan White status and FQHC status. and through drug assistance programs (ADAP and PAPs).
- Pharmacy also dispenses medications obtained through drug assistance programs such as

the Texas HIV Medication Program AIDS Drug Assistance Program (ADAP) and Pharmaceutical Company Compassionate Care Programs (PAP).

- On-site support services provided through Medical Social Workers and a PAP coordinator helps unfunded patients identify alternative resources for drugs prescribed by the provider.
- Pharmacy staff provides drug counseling as required, and per patient request, to help ensure patient safety and adherence (i.e., minimizing side effects by offering information about when and how medication should be taken, checking for allergies and drug interactions, etc.
- DPC enhances the integrated approach to medication regimens, with continual interaction between providers, nurses, medical social workers, and pharmacy staff.
- Pharmacy staff refer patients to nurses, social workers, BHCs, dietitian, clinical pharmacist and provider as indicated or requested.
- DPC makes every attempt to ensure that Ryan White funds remain the payor of last resort for pharmaceuticals.

#### Frequency of service activities

Pharmacy services are available on a daily basis at DPC, and medication counseling services are available from licensed pharmacists. Additionally, individual treatment adherence and monitoring consultation visits are offered twice a week with a Clinical Pharmacist.

#### Location(s) of service activities

All AIDS Pharmaceutical Assistance services will be provided at Community Care – David Powell located at 4614 N. Interstate 35 in Austin, Texas.

#### Staffing

<b>Name, Credential, Title</b>	<b>FTE</b>	<b>Gender</b>	<b>Race</b>	<b>Summary of Duties</b>
Raul Castaneda, RPh, Pharmacist III, Pharmacist-In- Charge	1.00	Male	Hispanic	Lead Pharmacist responsible for all aspects of pharmacy operations including clinical, managerial, and operational activities. Also participates in the delivery of direct care to clients.
Carolyn Wilson, RPH, Pharmacist III	1.00	Female	White	Staff Pharmacist supports the Lead Pharmacist in the delivery of services to clients.
Trimika Haywood, RPhT, Lead Pharmacy Technician	1.00	Female	African American	Lead Pharmacy Technician responsible for all procurement activities and as support of daily operations.
Irene Lizama, RPhT, Pharmacy Technician	1.00	Female	Hispanic	Staff Pharmacy Technician supports Lead Technician in the delivery of services to clients.
Jenny Ngo,	0.4	Female	Asian	Clinical Pharmacist provides counseling

Pharm. D, Clinical Pharmacist				services to patients. Works under CommUnityCare approved protocols for Diabetes and Coumadin in adjusting related medications.
Volunteers	None	N/A	N/A	N/A

## **Client Access**

### **Visibility in the Community**

- Local AIDS Service Organizations (ASOs) and hospital/clinic referrals
- Internal CommUnityCare clinic referrals from the HIV Opt-Out Testing program, post-exposure testing, or calls to the CommUnityCare Patient Access Center
- Internet websites including:
  - CommUnityCare, local and State Health organizations including Austin Travis County STD Clinic
  - Links from sites used by PLWHA such as poz.com and thebody.com
  - Many of the area ASOs have posted links to the David Powell Clinic on their websites.
  - The Friends of the David Powell Clinic 501(c)(3)
  - DPC is a top result on search engines such as Google when searching by keywords like “HIV and Austin”. DPC receives many patients who transfer from out-of-state using this mechanism.
- Phone:
  - Listed in the blue pages section of the telephone directory
  - Listed in the Austin Gay and Lesbian Yellow Pages and in its online format
  - Through the local 211 telephone community information service
- Social Marketing, e.g., participation in Austin HHSD-HIV Services social marketing campaigns focused on minority populations such as Men Having Sex with Men, African-Americans and Latinos
- Free continuing education for HIV case managers in the Austin area
- Participation in various HIV-related community events such as the Hill Country Ride for AIDS and the AIDS Walk
- Staff present workshops at HIV/STD conferences and World AIDS Day as well as medical staff interviews with media

### **Hours of Service**

To allow maximum access and flexibility for patients, the David Powell Clinic is open two evenings a week, Tuesday and Wednesday, in addition to its regular 8:00 a.m.-5:00 p.m. hours Monday through Friday, and is located near three City bus lines. Patients needing acute care may access medical care after hours, including week-ends, at CommUnityCare’s two acute care clinics. Patients may choose between the Hancock Walk-in Care Clinic, open from 8:00 a.m. to 8:00 p.m. each day or the William Cannon Walk-in Care Clinic which is open from 8:00 a.m. to 8:00 p.m. Monday through Saturday. The Hancock clinic is centrally located and the William Cannon clinic serves the south side of Austin. Both clinics are accessible by several bus lines. Providers at these clinics may access the DPC patient’s medical record via the Electronic Medical Record for continuity of care.

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#### Barriers that hinder or prevent patients from accessing care

Many HIV clients and patients have multiple issues to deal with in addition to their HIV disease. Co-morbidities, unemployment, poor personal health and nutrition habits, substance abuse, lack of transportation, and poverty are just a few of the peripheral issues that can also affect the patient's access to, or benefit from, medical care. DPC coordinates with other HIV service providers in the TGA to help facilitate access to transportation, food, and appropriate case management or other assistance to address various non-medical issues which may present as barriers to care. All DPC services are provided regardless of race, religious practice, color, national origin, gender, age, disability, marital status or sexual orientation. No patient is denied services because of inability to pay.

Currently, DPC provides transportation assistance with:

- Taxi vouchers – in town and to the surrounding counties.
- Bus passes – one day and 31 day.
- Gas cards
- MetroAccess referrals

DPC has successfully approached other entities to provide supplemental grant funding for transportation in addition to the Taxi Vouchers received from Austin HHSD. DPC and Central Health have been at several meetings between local area organizations and CapMetro protesting the proposed changes to bus routes.

Language barriers are addressed as follows:

- DPC has a large number of staff and providers in all areas of the clinic who speak Spanish
- DPC has a Translation line service available to facilitate communication with patients who speak languages other than those spoken by staff
- DPC routinely schedules Services for the Deaf translators for appointments for our deaf patients
- DPC is investigating a secure patient access portal to facilitate e-mail communication

#### Service Linkage, Referral, and Collaboration

As David Powell Clinic is a Primary Medical Care site, entry into care at DPC includes medical visits. Additionally, as HIV testing becomes a part of routine primary care in the CommUnityCare system through the new Opt-Out HIV Testing program, primary care providers in other clinics will be able to refer positive patients directly to DPC for rapid access to HIV care. Long-established collaborative relationships with other HIV service organizations such as AIDS Services of Austin, C.A.R.E. Program, Wright House Wellness Center, Project Transitions, and Community Action provide not only referral into services at DPC, but also provide the means for DPC medical case managers to refer DPC patients to partnering agencies to facilitate access to food, housing, transportation, and appropriate case management or other assistance to address non-medical issues. The organizations meet regularly to coordinate care, identify areas of concern and improve processes.

Referrals to specialty and dental providers, social services and other referrals are documented in the Electronic Health Record (EHR). The Referral Coordinator informs the referring provider as to the status of the referral on a timely basis. Providers document the results of diagnostic tests

and referrals in the EHR. After approval, DPC staff are able to access the Seton and St. David's systems' EHRs to facilitate the timely flow of medical information following discharge. The Hancock clinic is open 7 days a week and local hospitals are able to call the clinic during weekends and on holidays to request relevant medical records. This facilitates prompt, appropriate, accurate and safe treatment of DPC patients who seek care elsewhere such as local area emergency departments.

In the summer of 2009, DPC staff initiated the Return to Care Collaboration (RTC). Members from each of the community's AIDS Service Organizations (ASOs) meet bimonthly to identify and collaborate on strategies to reduce the number of patients following out of medical care. This group also tracks the disposition of clients who may have transferred care, relocated, been incarcerated, etc.

DPC has a long-standing relationship with several educational institutions in the area: UT Southwestern at Austin, Family Medicine Residency Program; Central Texas Medical Foundation (an independent medical residency program); the University of Texas Graduate Schools of Nursing and Pharmacy. CommUnityCare and David Powell also participate in the education of medical residents from UTMB through Capital AHEC, and nursing students through UT.

### **Client Input and Involvement**

Providers and patients work together to create an individualized treatment plan beginning with the initial medical appointment. Additionally, providers may refer patients to nursing, social work staff, and the clinical pharmacist to create a more detailed treatment plan with specific strategies for resolving barriers to treatment adherence. DPC, in collaboration with the Austin HHSD HRAU, conducts a patient survey at least annually to determine patient satisfaction across all service areas within the clinic. Other surveys are conducted as needed to identify areas of patient concern, e.g., reasons for not showing up to appointments. The clinic also maintains a "Patient Comment" box in the clinic lobby, which allows patients to submit comments or concerns at any time. Posters are placed in the clinic to help disperse information to patients and frequently this provides feedback from the patients. Patients may also directly call a patient hotline, also located in the clinic lobby, to ask questions or voice concerns. Calls received through the hotline are channeled through the clinic administrator for resolution. As an FQHC, CommUnityCare's Board is required to be 51% patients and DPC is represented on the Board. DPC staff attend the Austin TGA Planning Council as needed, and receive patient input from this planning body as well.

### **Cultural Competency**

Service activities will be delivered so that cultural and language differences do not constitute a barrier to services in full compliance with the National Standards on Culturally and Linguistically Appropriate Services (CLAS) described at:  
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>.

### **Quality Management**

DPC quality improvement activities are included under the larger umbrella of the CommUnityCare Performance Improvement (PI) Work Plan, which is updated on an annual basis or as otherwise needed. The CommUnityCare Board has the ultimate responsibility for the PI Program. The DPC Administrator is a member of several committees: Risk Management; Environment of Care; Health Literacy; Joint Commission; Executive Performance Improvement; and attends the Compliance Committee. The DPC Lead Provider is a member of the Peer Review Committee and also attends weekly and monthly meetings where performance issues are addressed. DPC follows the PI Work Plan which includes regular peer performance reviews. The PI Unit has responsibility to review, synthesize, and distribute confidentially the data reported in PI monitoring, perform credentialing activities, and maintain policies that meet all regulatory requirements. The Pharmacist-In-Charge is a member of the Pharmacy and Therapeutics Committee.

#### **Compliance with Ryan White Part A Program Monitoring Standards**

- Provide to the Part A grantee, on request, documentation that the LPAP program meets HRSA/HAB requirements
- Maintain documentation, and make available to the Part A grantee on request, proof of client LPAP eligibility that includes HIV status, residency, medical necessity, and low- income status as defined by the EMA/TGA based on a specified percent of the Federal Poverty Level (FPL)
- Provide reports to the Part A program of number of individuals served and the medications provided

## **Ryan White Part A Work Statement**

**FY 2012**  
**David Powell Clinic**

### **Service Category Name: Mental Health Services**

#### **Client Eligibility**

Clients will be reassessed to determine continued eligibility at six (6) month intervals. At intake, new patients complete a comprehensive financial eligibility screening process with a specially trained eligibility specialist to determine what health resources are available to them (i.e., Medicaid, Medicare, etc.) and to be assigned an eligibility status for purposes of payment. DPC staff verify patient eligibility prior to each medical visit utilizing CareVault, which searches a database for patient enrollment in a number of highly utilized commercial medical insurance companies, and Medicaider to check for Medicaid status. Patients utilizing Travis County's MAP program receive, at minimum, an annual screening to verify current eligibility for the program with frequency of verification determined by MAP. DPC also screens for and utilizes the AIDS Drug Assistance Program (ADAP), which provides access to limited medications for HIV-specific care, such as antiretrovirals and opportunistic infection prophylaxis, and multiple Pharmaceutical Company Compassionate Care Programs (PAP). Veterans are educated about health care services they may be eligible to receive through the VA but, if they indicate they wish to receive medical care at DPC, their eligibility is determined in the same manner as other patients.

No individual is ever denied service based on declared inability to pay. However, every effort is made to determine if a patient has any third-party payor resources available, and to collect co-pays and/or the patient responsibility portion for sliding fee scale patients.

Individuals must be HIV-positive to be eligible for services at DPC. Documents used and on file to establish proof of HIV status include previous lab work such as Western Blot, HIV Viral Load, etc. Patients who report a positive HIV test who did not receive, or are not able to produce, the results of a Western Blot will have confirmation testing performed through the clinic's laboratory services. Individuals receiving mental health services also must have a mental illness diagnosis.

Documents used and on file to verify residence, income, and insurance status:

- Residency
  - Current State of Texas driver's license/identification card
  - Mexican Consulate identification card
  - Rent receipt or printout
  - Lease agreement
  - Mortgage card
  - Utility bill: T.V., cable, gas, phone, electric
  - Supplemental Security Income (SSI) letter

- Tax receipt
- Personal mail
- Social Security receipt
- Written statement from a known agency
- Manager's/landlord statement
- Social Security letter
- Medicaid Letter
- Resident Support Statement
- Homeless: Applicant Residency Statement listing a specific location
- Income
  - Pay stubs/checks
  - Child Support
  - TANF
  - Benefits letters
    - Retirement
    - Worker's Compensation
    - Social Security
    - Unemployment
  - Bank Statements
  - Supporter Statement
  - Affidavit
  - Tax return (for some application forms)
- Insurance Status
  - Medicaider
  - TMHP
  - CareVault (see above under Client Eligibility)

### **Target Population**

DPC's targeted population includes any adult living with HIV disease within the Austin TGA which includes the five counties of Bastrop, Caldwell, Hays, Travis, and Williamson. Specially targeted populations include PLWHA who are unfunded or underinsured. Other populations served include, but are not limited to, racial/ethnic minorities, women, men who have sex with men (MSM), homeless individuals, injection drug users, recently incarcerated individuals, and individuals who have been out of care and want to return to care.

### **Service Category Activities**

#### **Service activities linked to Budget Justification**

The activities covered under this category of work are the basic functions of Mental Health care for PLWHA:

- Provision of Mental Health Counseling and Psychiatric Services for acute and chronic needs
- Referral from providers, nurses, other clinical staff and also from patients
- Internal and external referrals for treatment adherence and prevention/risk reduction education and counseling as a part of primary care for PLWHA
- Referral to external behavioral health services, as appropriate, for mental health, substance



- abuse, chemical dependency issues, and emergency situations as needed
  - Referral to appropriate social services for non-medical assistance in order to improve treatment adherence
  - Activities are accomplished through the creation of a collaborative patient/provider/BHC/Psychiatrist mental health treatment plan based on disease and health status, treatment guidelines, standards of care, and cultural and lifestyle considerations.
- This model meets HRSA's directive that all Ryan White funded activities must contribute to PLWHA accessing and maintaining primary medical care.
- DPC makes every attempt to ensure that Ryan White funds remain the payor of last resort for mental health services.

#### Frequency of service activities

Mental Health services are available on a daily basis through Behavioral Health Consultants at DPC. Psychiatric Services are available two days a week for Psychiatric appointments. BHCs and Psychiatrists are available for emergency situations as needed.

#### Location(s) of service activities

All Mental Health services will be provided at Community Care – David Powell located at 4614 N. Interstate 35 in Austin, Texas

#### Staffing

<b>Name, Credential, Title</b>	<b>FTE</b>	<b>Gender</b>	<b>Race</b>	<b>Summary of Duties</b>
Gina Brazzle, LCSW-BCD, Medical Social Services Supervisor/ Medical Social Worker/ Behavioral Health Counselor	0.10	Female	African American	Assesses clinical status of patients, assists medical providers in recognizing and treating mental disorders, works with primary care team to treat and manage patient with mental health and/or substance abuse problems and follows-up with medical providers regarding patient progress in BHC services. Provides onsite mental health counseling. Assists patients with obtaining needed mental health resources (e.g. obtaining long term therapy, inpatient psychiatric care, inpatient or outpatient rehabilitative facilities). Meets with patients to assist with modifications in client medical plans of treatment. Refers patients to other social services/HIV services agencies as appropriate. Oversees program for team of medical social workers. Provides clinical supervision and QI for social work/BHC staff.
Charles Bowman, LCSW,	.49	Male	White	Assesses clinical status of patients, assists medical providers in recognizing and treating mental disorders, works with primary care team to treat

Medical Social Worker/ Behavioral Health Counselor				and manage patient with mental health and/or substance abuse problems and follows-up with medical providers regarding patient progress in BHC services. Provides onsite mental health counseling. Assists patients with obtaining needed mental health resources (e.g. obtaining long term therapy, inpatient psychiatric care, inpatient or outpatient rehabilitative facilities). Meets with patients to assist with modifications in client medical plans of treatment. Refers patients to other social services/HIV services agencies as appropriate.
Ansuya Desai, MD Interim Staffing	0.2 to 0.3	Female	Asian	Provides psychiatric evaluations and follow up to grant funded patients. Provides medication management. Assists providers with ongoing medication management.
Volunteers	None	N/A	N/A	N/A

### **Client Access**

#### **Visibility in the Community**

- Local AIDS Service Organizations (ASOs) and hospital/clinic referrals
- Internal CommUnityCare clinic referrals from the HIV Opt-Out Testing program, post-exposure testing, or calls to the CommUnityCare Patient Access Center
- Internet websites including:
  - CommUnityCare, local and State Health organizations including Austin Travis County STD Clinic
  - Links from sites used by PLWHA such as poz.com and thebody.com
  - Many of the area ASOs have posted links to the David Powell Clinic on their websites.
  - The Friends of the David Powell Clinic 501(c)(3)
  - DPC is a top result on search engines such as Google when searching by keywords like "HIV and Austin". DPC receives many patients who transfer from out-of-state using this mechanism.
- Phone:
  - Listed in the blue pages section of the telephone directory
  - Listed in the Austin Gay and Lesbian Yellow Pages and in its online format
  - Through the local 211 telephone community information service
- Social Marketing, e.g., participation in Austin HHSD-HIV Services social marketing campaigns focused on minority populations such as Men Having Sex with Men, African-Americans and Latinos
- Free continuing education for HIV case managers in the Austin area
- Participation in various HIV-related community events such as the Hill Country Ride for AIDS and the AIDS Walk
- Staff present workshops at HIV/STD conferences and World AIDS Day as well as medical staff interviews with media

### Hours of Service

To allow maximum access and flexibility for patients, the David Powell Clinic is open two evenings a week, Tuesday and Wednesday, in addition to its regular 8:00 a.m.-5:00 p.m. hours Monday through Friday, and is located near three City bus lines. Patients needing acute care may access medical care after hours, including week-ends, at CommUnityCare's two acute care clinics. Patients may choose between the Hancock Walk-in Care Clinic, open from 8:00 a.m. to 8:00 p.m. each day or the William Cannon Walk-in Care Clinic which is open from 8:00 a.m. to 8:00 p.m. Monday through Saturday. The Hancock clinic is centrally located and the William Cannon clinic serves the south side of Austin. Both clinics are accessible by several bus lines. Providers at these clinics may access the DPC patient's medical record via the Electronic Medical Record for continuity of care.

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### Barriers that hinder or prevent patients from accessing care

Many HIV clients and patients have multiple issues to deal with in addition to their HIV disease. Co-morbidities, unemployment, poor personal health and nutrition habits, substance abuse, lack of transportation, and poverty are just a few of the peripheral issues that can also affect the patient's access to, or benefit from, medical care. DPC coordinates with other HIV service providers in the TGA to help facilitate access to transportation, food, and appropriate case management or other assistance to address various non-medical issues which may present as barriers to care. All DPC services are provided regardless of race, religious practice, color, national origin, gender, age, disability, marital status or sexual orientation. No patient is denied services because of inability to pay.

Currently, DPC provides transportation assistance with:

- Taxi vouchers – in town and to the surrounding counties.
- Bus passes – one day and 31 day.
- Gas cards
- MetroAccess referrals

DPC has successfully approached other entities to provide supplemental grant funding for transportation in addition to the Taxi Vouchers received from Austin HHSD. DPC and Central Health have been at several meetings between local area organizations and CapMetro protesting the proposed changes to bus routes.

Language barriers are addressed as follows:

- DPC has a large number of staff and providers in all areas of the clinic who speak Spanish
- DPC has a Translation line service available to facilitate communication with patients who speak languages other than those spoken by staff
- DPC routinely schedules Services for the Deaf translators for appointments for our deaf patients
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### Service Linkage, Referral, and Collaboration

As David Powell Clinic is a Primary Medical Care site, entry into care at DPC includes medical visits. Additionally, as HIV testing becomes a part of routine primary care in the CommUnityCare system through the new Opt-Out HIV Testing program, primary care providers

in other clinics will be able to refer positive patients directly to DPC for rapid access to HIV care. Long-established collaborative relationships with other HIV service organizations such as AIDS Services of Austin, C.A.R.E. Program, Wright House Wellness Center, Project Transitions, and Community Action provide not only referral into services at DPC, but also provide the means for DPC medical case managers to refer DPC patients to partnering agencies to facilitate access to food, housing, transportation, and appropriate case management or other assistance to address non-medical issues. The organizations meet regularly to coordinate care, identify areas of concern and improve processes.

Referrals to specialty and dental providers, social services and other referrals are documented in the Electronic Health Record (EHR). The Referral Coordinator informs the referring provider as to the status of the referral on a timely basis. Providers document the results of diagnostic tests and referrals in the EHR. After approval, DPC staff are able to access the Seton and St. David's systems' EHRs to facilitate the timely flow of medical information following discharge. The Hancock clinic is open 7 days a week and local hospitals are able to call the clinic during weekends and on holidays to request relevant medical records. This facilitates prompt, appropriate, accurate and safe treatment of DPC patients who seek care elsewhere such as local area emergency departments.

In the summer of 2009, DPC staff initiated the Return to Care Collaboration (RTC). Members from each of the community's AIDS Service Organizations (ASOs) meet bimonthly to identify and collaborate on strategies to reduce the number of patients following out of medical care. This group also tracks the disposition of clients who may have transferred care, relocated, been incarcerated, etc.

DPC has a long-standing relationship with several educational institutions in the area: UT Southwestern at Austin, Family Medicine Residency Program; Central Texas Medical Foundation (an independent medical residency program); the University of Texas Graduate Schools of Nursing and Pharmacy. CommUnityCare and David Powell also participate in the education of medical residents from UTMB through Capital AHEC, and nursing students through UT.

### **Client Input and Involvement**

Providers and patients work together to create an individualized treatment plan beginning with the initial medical appointment. Additionally, providers may refer patients to nursing, social work staff, and the clinical pharmacist to create a more detailed treatment plan with specific strategies for resolving barriers to treatment adherence. DPC, in collaboration with the Austin HHSD HRAU, conducts a patient survey at least annually to determine patient satisfaction across all service areas within the clinic. Other surveys are conducted as needed to identify areas of patient concern, e.g., reasons for not showing up to appointments. The clinic also maintains a "Patient Comment" box in the clinic lobby, which allows patients to submit comments or concerns at any time. Posters are placed in the clinic to help disperse information to patients and frequently this provides feedback from the patients. Patients may also directly call a patient hotline, also located in the clinic lobby, to ask questions or voice concerns. Calls received through the hotline are channeled through the clinic administrator for resolution. As an FQHC,

CommUnityCare's Board is required to be 51% patients and DPC is represented on the Board. DPC staff attend the Austin TGA Planning Council as needed, and receive patient input from this planning body as well.

### **Cultural Competency**

Service activities will be delivered so that cultural and language differences do not constitute a barrier to services in full compliance with the National Standards on Culturally and Linguistically Appropriate Services (CLAS) described at:  
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>.

### **Quality Management**

DPC quality improvement activities are included under the larger umbrella of the CommUnityCare Performance Improvement (PI) Work Plan, which is updated on an annual basis or as otherwise needed. The CommUnityCare Board has the ultimate responsibility for the PI Program. The DPC Administrator is a member of several committees: Risk Management; Environment of Care; Health Literacy; Joint Commission; Executive Performance Improvement; and attends the Compliance Committee. The DPC Lead Provider is a member of the Peer Review Committee and also attends weekly and monthly meetings where performance issues are addressed. DPC follows the PI Work Plan which includes regular peer performance reviews. The PI Unit has responsibility to review, synthesize, and distribute confidentially the data reported in PI monitoring, perform credentialing activities, and maintain policies that meet all regulatory requirements.

### **Compliance with Ryan White Part A Program Monitoring Standards**

- Obtain and have on file and available for grantee review appropriate and valid licensure and certification of mental health professionals
- Maintain program records documenting services provided
- Maintain client charts that include:
  - A detailed treatment plan for each eligible client that includes required components and signature
- Documentation of services provided, dates, and consistency with Ryan White requirements and with individual client treatment plans

## **ATTACHMENT B**

### **PERFORMANCE MEASURES**

<b>Service Category</b>	<b>Units of Service</b>	<b>Unduplicated Clients</b>
Outpatient/Ambulatory Medical Care:		
Visits	2,462	950
CD4 Tests	1,944	718
Viral Load Tests	1,942	718
AIDS Pharmaceutical Assistance (local)	7,147	1,000
Mental Health Services - Counseling	828	100
Mental Health Services – Psychiatrist	172	75

Pursuant to OMB circular #087-2004/#31 the City will allow eligible pre award and pre contract costs incurred by Contractor between March 1, 2012, through March 31, 2012 as approved by the Health Resources and Services Administration.

## **SECTION I: OUTPUT PERFORMANCE MEASURES**

<b>A. SERVICE CATEGORY: Outpatient Ambulatory Medical Care (OAMC)</b>
<b>Output Measure 1:</b> DPCHC will provide 2462 OAMC visits between March 1, 2012 and February 28, 2013. One unit of service = one (1) client visit with a physician, physician's assistant or nurse practitioner.
<b>Output Measure 2:</b> DPCHC will provide 1944 units of OAMC CD-4 T-Cell Count Tests between March 1, 2012 and February 28, 2013. One unit of service = one (1) CD-4 T-Cell Count Test.
<b>Output Measure 3:</b> DPCHC will provide 1942 units of OAMC Viral Load Tests between March 1, 2012 and February 28, 2013. One unit of service = one (1) Viral Load Test.
<b>Output Measure 4:</b> DPCHC will provide OAMC services to 950 unduplicated clients between March 1, 2012 and February 28, 2013. 4a. DPCHC will provide services to 818 continuing unduplicated clients between March 1, 2012 and February 28, 2013.] 4b. DPCHC will provide services to 132 new unduplicated clients between March 1, 2012 and February 28, 2013.
<b>B. SERVICE CATEGORY: AIDS Pharmaceutical Assistance (local)</b>
<b>Output Measure 1:</b> DPCHC will deliver 7147 units of AIDS Pharmaceutical Assistance (local) between March 1, 2012 and February 28, 2013. One unit = one (1) prescription dispensed to a client. This target is derived using an average unit/prescription cost of \$52.43.
<b>Output Measure 2:</b> DPCHC will provide AIDS Pharmaceutical Assistance (local) to 1,000 unduplicated clients between March 1, 2012 and February 28, 2013. 2a. DPCHC will provide services to 868 continuing unduplicated clients between March 1, 2012 and February 28, 2013. 2b. DPCHC will provide services to 132 new unduplicated clients between March 1, 2012 and February 28, 2013.
<b>D. SERVICE CATEGORY: Mental Health Services</b>
<b>Output Measure 1:</b> DPCHC will deliver 828 units of Mental Health Services between March 1, 2012 and February 28, 2013. One unit = per visit.
<b>Output Measure 2:</b> DPCHC will provide individual counseling Mental Health Services to 100 unduplicated clients between March 1, 2012 and February 28, 2013. 2a. DPCHC will provide services to 80 continuing unduplicated clients between March 1, 2012 and February 28, 2013. 2b. DPCHC will provide services to 20 new unduplicated clients between March 1, 2012 and February 28, 2013.
<b>Output Measure 3:</b> DPCHC will deliver 172 units of Mental Health Services (psychiatric evaluation and follow-up) between March 1, 2012 and February 28, 2013. One unit = per visit.
<b>Output Measure 4:</b> DPCHC will provide psychiatric evaluation and follow-up psychiatric services to 75 unduplicated clients between March 1, 2012 and February 28, 2013. 4a. DPCHC will provide services to 60 continuing unduplicated clients between March 1, 2012 and February 28, 2013. 4b. DPCHC will provide services to 15 new unduplicated clients between March 1, 2012 and February 28, 2013.

## SECTION II: OUTCOME PERFORMANCE MEASURES

<b>A. SERVICE CATEGORY: Outpatient Ambulatory Medical Care (OAMC)</b>
<b>Outcome Measure 1: Percentage of clients with HIV infection and a CD4 T-cell count below 200 cells/mm<sup>3</sup> who were prescribed PCP prophylaxis. Outcome target = 95% (numerator/denominator).</b>
<p>Exclusions:</p> <p>Clients with CD4 T-cell count below 200 cells/mm<sup>3</sup> repeated within three (3) months rose above 200 cells/mm<sup>3</sup>.</p> <p>Clients newly enrolled in care during the last three (3) months of the measurement year.</p>
<p><b>Who will collect data and what data will be collected in order to assess this outcome?</b></p> <p>Performance Improvement Analyst will supervise data collection from CommUnityCare EHR and enter into ARIES database. Data: Number of clients meeting clinical guidelines for PCP prophylaxis treatment per USPHS/IDSA guidelines; number of such clients that are prescribed PCP prophylaxis.</p>
<p><b>How will the data be collected and compiled for reporting on this outcome (include description of resources and tools)?</b></p> <p>Data will be provided through HAB report. If necessary, data will be verified through comparable reports in EMR (NextGen). Data will be reported on monthly RDR submitted to HHSD HIV Unit.</p>

Total number of unduplicated clients evaluated for outcome	Total number of unduplicated clients achieving outcome	Percent of unduplicated clients achieving outcome	Specify reporting dates
351	334	95%	Contract Closeout April 14, 2013

<b>Outcome Measure 2: Percentage of clients with HIV infection who had two (2) or more CD4 T-cell counts performed in the measurement year. Outcome target = 90% (numerator/denominator).</b>
<p>Exclusions:</p> <p>Clients newly enrolled in care during the last six (6) months of the measurement year.</p>
<p><b>Who will collect data and what data will be collected in order to assess this outcome?</b></p> <p>Performance Improvement Analyst will supervise data collection from CommUnityCare EHR and entry into ARIES data base. Data will be exported from EHR and imported into ARIES data base. Data: Number of HIV-infected clients who had 2 or more CD-4 T-Cell counts performed at least 3 months apart during the measurement year; number of HIV-infected clients who had a medical visit with a provider with prescribing privileges (i.e., MD, PA, NP) at least once in the measurement year</p>



**How will the data be collected and compiled for reporting on this outcome (include description of resources and tools)?**

Currently this data is being exported from the EHR into ARIES. Data is compiled and submitted in monthly status report.

Total number of unduplicated clients evaluated for outcome	Total number of unduplicated clients achieving outcome	Percent of unduplicated clients achieving outcome	Specify reporting dates
950	855	90%	Contract Closeout April 14, 2013

**Outcome Measure 3: Percentage of clients with HIV infection who had two or more medical visits in an HIV care setting in the measurement year. Outcome target = 80% (numerator/denominator).**

Exclusions:  
Clients newly enrolled in care during the last six (6) months of the measurement year.

**Who will collect data and what data will be collected in order to assess this outcome?**

Performance Improvement Analyst will supervise data collection from CommUnityCare EHR and enter into ARIES data base as needed. ARIES data entry staff will enter data from clinic encounters. Data: Number of clients with an HIV- infection who had two or more medical visits during the measurement year; number of HIV-infected clients who had a medical visit with a provider with prescribing privileges (i.e., MD, PA, NP) at least once in the measurement year

**How will the data be collected and compiled for reporting on this outcome (include description of resources and tools)?**

Data is compiled from ARIES data base (HAB report) and/or EHR.

Total number of unduplicated clients evaluated for outcome	Total number of unduplicated clients achieving outcome	Percent of unduplicated clients achieving outcome	Specify reporting dates
950	760	80%	Contract Closeout April 14, 2013

**Outcome Measure 4: Percentage of pregnant women with HIV infection who are prescribed antiretroviral therapy during the measurement year. Outcome target = 100% (numerator/denominator).**

Exclusions: Clients whose pregnancy is terminated. Pregnant clients who are in the 1<sup>st</sup> trimester and newly enrolled in care during the last three (3) months of the measurement year.

**Who will collect data and what data will be collected in order to assess this outcome?**

Performance Improvement Analyst will supervise data collection from CommUnityCare EHR and enter into ARIES database as needed. ARIES data entry staff will enter data from clinic encounters. Data: Number of HIV-infected pregnant women prescribed antiretroviral therapy during the measurement year; number of HIV-infected pregnant women who had a medical visit with a provider with prescribing privileges (i.e., MD, PA, NP) and are prescribed antiretroviral therapy during the measurement year.

**How will the data be collected and compiled for reporting on this outcome (include description of resources and tools)?**

Data is compiled from ARIES data base (HAB report) and/or EHR.

Total number of unduplicated clients evaluated for outcome	Total number of unduplicated clients achieving outcome	Percent of unduplicated clients achieving outcome	Specify reporting dates
100% of pregnant women with an HIV infection	100% of pregnant women with an HIV infection	100%	Contract Closeout April 14, 2013

**Outcome Measure 5: Percentage of clients with AIDS who were prescribed a HAART regimen within the measurement year. Outcome target = 90% (numerator/denominator).**

Exclusions: Clients newly enrolled in care during last three (3) months of the measurement year.

**Who will collect data and what data will be collected in order to assess this outcome?**

Performance Improvement Analyst will supervise data collection from CommUnityCare EHR and enter into ARIES data base as needed. ARIES data entry staff will enter data from clinic encounters. Data is collected from the ARIES/HAB report.

**How will the data be collected and compiled for reporting on this outcome (include description of resources and tools)?**

Data is compiled from ARIES data base (HAB report) and/or EHR.

Total number of unduplicated clients evaluated for outcome	Total number of unduplicated clients achieving outcome	Percent of unduplicated clients achieving outcome	Specify reporting dates
950	855	90%	Contract Closeout April 14, 2013

<b>B. SERVICE CATEGORY: AIDS Pharmaceutical Assistance (local)</b>
<b>Outcome Measure 1: Percentage of ADAP eligible patients who apply for Texas HIV Medication (ADAP) program within thirty (30) days of HAART initiation. Outcome target = 90% (numerator/denominator).</b>
Exclusions: Clients who are on ADAP wait list.
<b>Who will collect data and what data will be collected in order to assess this outcome?</b>
DPC staff will review the clinic ADAP application delivery log and select 20 patients who have ADAP applications submitted in last quarter.
<b>How will the data be collected and compiled for reporting on this outcome (include description of resources and tools)?</b>
DPCHC will compare this data to the date of ADAP approval logged in the DPC pharmacy database to determine if criteria are met.

Total number of unduplicated clients evaluated for outcome	Total number of unduplicated clients achieving outcome	Percent of unduplicated clients achieving outcome	Specify reporting dates
20 patients per quarter	18	90%	Contract Closeout April 14, 2013

<b>Outcome Measure 2: Percentage of clients accessing pharmaceutical company Patient Assistance Programs (PAPs) to reduce demand on grant funding. Outcome target = 40% (numerator/denominator).</b>
Exclusions: Clients who are on an ADAP wait list. Clients who are ineligible for PAPs (Medicaid, Medicare, Private Insurance, Over-income)
<b>Who will collect data and what data will be collected in order to assess this outcome?</b>
Patient Assistance Coordinator will keep a record of all patients enrolled in Patient Assistance Programs.
<b>How will the data be collected and compiled for reporting on this outcome (include description of resources and tools)?</b>
Data is maintained in Access database. This data will be compared to eligible patients. Ryan White Part A eligible patients = 44% of patients grant eligible for PAP is 572.

Total number of unduplicated clients evaluated for outcome	Total number of unduplicated clients achieving outcome	Percent of unduplicated clients achieving outcome	Specify reporting dates
572	229	40%	Contract Closeout April 14, 2013

<b>C. SERVICE CATEGORY: Mental Health Services</b>
<b>Outcome Measure 1: Percentage of clients demonstrating improvement in mental health status as measured by a standardized instrument during the measurement year. (e.g., MOSS, GAF, etc.).</b>
<b>Outcome target = 70% (numerator/denominator).</b>
Exclusions: N/A
<b>Who will collect data and what data will be collected in order to assess this outcome?</b>
DPC Will utilize Global Assessment of Functioning (GAF) scores to evaluate improvement in mental health status. The Social Work Supervisor and Performance Improvement Analyst will collect the data from CommUnityCare's IBH progress note (i.e., Axis Five).
<b>How will the data be collected and compiled for reporting on this outcome (include description of resources and tools)?</b>
The data will be collected during quarterly chart reviews and provided to the Performance Improvement Analyst for grant reporting purposes.

Total number of unduplicated clients evaluated for outcome	Total number of unduplicated clients achieving outcome	Percent of unduplicated clients achieving outcome	Specify reporting dates
20	14	70%	Contract Closeout April 14, 2013

<b>Outcome Measure 2: Percentage of clients complying with and/or completing their prescribed treatment plan during the measurement year. Outcome target = 70% (numerator/denominator).</b>
Exclusions: N/A
<b>Who will collect data and what data will be collected in order to assess this outcome?</b>
The Social Work Supervisor and Performance Improvement Analyst will collect the data from CommUnityCare's quarterly review data which includes review of the treatment plan.
<b>How will the data be collected and compiled for reporting on this outcome (include description of resources and tools)?</b>
The data will be collected during quarterly chart reviews and provided to the Performance Improvement Analyst for grant reporting purposes.

Total number of unduplicated clients evaluated for outcome	Total number of unduplicated clients achieving outcome	Percent of unduplicated clients achieving outcome	Specify reporting dates
20	14	70%	Contract Closeout April 14, 2013

**Outcome Measure 3: Percentage of clients served receiving HIV primary medical care services.**  
**Outcome target = 90% (numerator/denominator).**

Exclusions:

N/A

**Who will collect data and what data will be collected in order to assess this outcome?**

The Social Work Supervisor and Performance Improvement Analyst will collect the data from ARIES and Next Gen reports.

**How will the data be collected and compiled for reporting on this outcome (include description of resources and tools)?**

DPC staff will use ARIES reports combined with NextGen reports to provide data.

Total number of unduplicated clients evaluated for outcome	Total number of unduplicated clients achieving outcome	Percent of unduplicated clients achieving outcome	Specify reporting dates
100	90	90%	Contract Closeout April 14, 2013

## ATTACHMENT C

### BUDGET

Cost Allocation Plan  
Budget Justification  
Subcontractor Data Sheets

Service Category	Unit Cost	Amount
Outpatient Ambulatory Medical Care	\$310 Visit	\$1,115,800
	\$22.73 CD-4 Lab Test	
	\$78 Viral Load Lab Test	
AIDS Pharmaceutical Assistance - local	\$52.43	\$374,731
Mental Health Services	\$48.43 Individual Visit	\$74,185
	\$198 Psychiatrist Visit	
<b>TOTAL CONTRACT AMOUNT</b>		<b>\$1,564,716</b>

Pursuant to OMB circular #087-2004/#31 the City will allow eligible pre award and pre contract costs incurred by Contractor between March 1, 2012, through March 31, 2012 as approved by the Health Resources and Services Administration.

Program: Outpatient Ambulatory Medical Care Provider Agency: CommUnityCare

City of Austin HIV Services Grants and Contracts

Cost Category & Description	FTE - Svc Categ	Service Hly Rate	Total Svc Annual Cost	Federal Cap \$179,700	Ryan White Part A Service Costs	Ryan White Part B Service Costs	Ryan White Part C Service Costs	State Services Service Costs	Travis County Healthcare District Service Costs	Total DIRECT SERVICE COSTS
<b>OPERATING COSTS - PROGRAM DIRECT CLIENT SERVICES</b>										
<b>PROGRAM DIRECT - CLIENT SERVICES PERSONNEL</b>										
Moore, Deana - Registered Nurse	1.00	25.46	52,072.46		16,621.53	12,335.97	4,868.78	2,624.45	15,621.73	\$52,072.46
Bosworth, Dora Luz - RN/Nurse Manager	0.90	38.20	79,461.20		22,827.61	18,824.36	7,429.62	4,004.84	26,374.77	\$79,461.20
Brunson, Cynthia Curtl - Physician - Family Medicine	0.30	93.16	58,132.62		18,555.93	13,771.62	5,435.40	2,929.88	17,439.79	\$58,132.62
Brode, Donald Robert - Physician - Family Medicine	0.30	93.16	58,132.62		18,555.93	13,771.62	5,435.40	2,929.88	17,439.79	\$58,132.62
Crow, Steven - Physician - Family Medicine	0.80	86.90	90,377.04		28,848.35	21,410.32	8,450.25	4,555.00	27,113.12	\$90,377.04
Dominy, Paula Ann - Registered Nurse	0.80	25.46	52,065.12		16,906.47	12,547.44	4,952.24	2,669.44	15,889.53	\$52,065.12
Dooley, Linda - Physician - Family Medicine	0.10	100.00	20,800.00	179,700.00	5,736.02	4,257.09	1,944.80	905.69	7,956.40	\$20,800.00
Giossi, Debbi - Registered Nurse	1.00	31.00	64,480.00		20,582.02	15,275.31	6,028.88	3,249.79	19,344.00	\$64,480.00
Hull, Thomas Neal - Nurse Practitioner	0.80	46.11	76,719.24		24,488.78	18,174.79	7,173.25	3,866.65	23,015.77	\$76,719.24
Morrison, Robert - Physician - IM/Infectious Disease	1.00	86.79	180,521.12	179,700.00	57,622.34	42,570.93	16,801.95	9,056.88	54,469.02	\$180,521.12
Nepusti, Ivan Robert - Physician - Internal Medicine	0.20	83.79	156,849.94		50,066.50	0.00	14,665.47	0.00	92,117.97	\$156,849.94
Saldiva, Maria Del Carmen - PRN	1.00	29.77	61,921.60		19,765.37	14,669.23	5,789.67	3,120.85	18,576.48	\$61,921.60
Sriram, Padmam Manalath - Physician - IM/Infectious Disease	0.50	93.09	96,807.88		30,901.08	22,933.79	9,051.54	4,879.12	29,042.36	\$96,807.88
Vasquez, Marina - Registered Nurse	1.00	30.00	62,400.00		19,918.08	14,782.56	5,834.40	3,144.96	18,720.00	\$62,400.00
Wheeler, Judy Shelton - Registered Nurse	1.00	33.83	70,366.40		22,460.95	16,669.80	6,579.26	3,546.47	21,109.92	\$70,366.40
Woodward, Beverly Owen - Registered Nurse	1.00	25.59	53,227.20		16,990.12	12,609.52	4,976.74	2,682.65	15,968.16	\$53,227.20
Wright, Peggy S - Registered Nurse	1.00	31.54	65,603.20		47,205.82	15,541.40	6,133.90	3,306.40	-6,584.32	\$65,603.20
Zachary, James Allen - Physician - IM/Infectious Disease	1.00	98.31	205,260.38	179,700.00	57,360.24	42,570.93	16,801.95	9,056.88	79,470.38	\$205,260.38
<b>Operating Cost and Support Service</b>										
Garcia, Mana - Medical Admitting Clerk Sr.	0.90	13.46	27,996.80		8,042.92	6,632.44	2,617.70	1,411.04	9,292.70	\$27,996.80
Espinosa, Uneisela - Medical Admitting Clerk	1.00	13.46	27,996.14		8,936.37	6,632.29	2,617.64	1,411.01	8,398.83	\$27,996.14
Monica Castillon - Medical Admitting Clerk	1.00	11.00	22,880.00		7,303.30	5,420.27	2,139.28	1,151.15	6,864.00	\$22,880.00
Sutherland, Alicia - Medical Admitting Clerk	1.00	13.46	27,996.80		8,936.58	6,632.44	2,617.70	1,411.04	8,399.04	\$27,996.80
Frizzell, Polly A - Medical Admitting Clerk	0.10	15.63	32,510.40		1,037.73	7,701.71	3,039.72	1,638.52	19,092.72	\$32,510.40
Rodriguez, Rosalina - Medical Admitting Clerk	1.00	13.46	27,996.80		8,936.58	6,632.44	2,617.70	1,411.04	8,399.04	\$27,996.80
Stanley, Sakura S - Medical Admitting Clerk	1.00	13.20	27,456.00		8,763.96	6,504.33	2,567.14	1,383.78	8,236.80	\$27,456.00
Triplaris, Tracy Ann - Patient Assistance Coordinator	1.00	23.20	48,252.88		15,402.32	11,431.11	4,511.64	2,431.95	14,475.86	\$48,252.88
Randall, Leann Denise - Diet. Coord	0.50	897.00	24,818.82		7,922.17	5,879.58	2,320.56	1,250.87	7,445.64	\$24,818.82
Rangel, Sylvia Angel - Eligibility Specialist	0.90	19.45	40,456.00		11,622.20	9,384.03	3,782.64	2,038.98	13,428.15	\$40,456.00
Flowers, Elvivecks - Phlebotomist	1.00	14.00	29,120.00		9,295.08	6,898.53	2,722.72	1,467.65	8,736.02	\$29,120.00
Holmes, Viveca Lyna - Medical Admitting Clerk	1.00	14.28	29,702.40		9,481.01	7,036.50	2,777.17	1,497.00	8,910.72	\$29,702.40
Castro, Joann - Referral Coordinator	1.00	17.23	35,838.40		11,439.63	8,490.12	3,350.89	1,806.26	10,751.51	\$35,838.40
Prgm-Combined - Soc. Sec./ Medicare taxes (FICA)			\$146,047.64		\$ 46,858.77	\$ 31,226.72	\$ 13,466.75	\$ 6,643.42	\$ 47,851.97	\$146,047.64
Prgm-Combined - Retirement system contributions			\$106,323.25		\$ 36,751.98	\$ 22,583.53	\$ 9,793.22	\$ 4,804.60	\$ 32,389.92	\$106,323.25
Prgm-Combined - Employee Insurance (health, life, etc.)			\$325,171.95		\$ 112,399.80	\$ 69,067.96	\$ 29,950.94	\$ 14,694.07	\$ 99,059.18	\$325,171.95
<b>PROGRAM DIRECT - CLIENT SERVICES OPERATIONS</b>										
Prgm- Direct - Other Client services costs (list)					0.00	0.00	0.00	0.00	0.00	\$0.00
<b>SUBTOTAL- PROGRAM DIRECT COSTS</b>										
			2,486,662.30		808,543.52	531,070.68	229,246.92	112,984.21	804,816.98	\$2,486,662.30
<b>NUMBER OF SERVICE UNITS</b>										
			8,928.0		2,608.20	1,202.31	739.51	269.01	3,076.65	5,851.4
<b>PROGRAM DIRECT UNIT COST RATE</b>										
			424.97		310.00	441.71	310.00	420.00	261.59	\$424.97
<b>DIRECT COSTS - Labs</b>										
			556,000.00		195,676.76	132,189.32	44,683.08	23,036.79	160,414.05	\$556,000.00
<b>NUMBER OF SERVICE UNITS</b>										
			11,036.1		3,884.02	2,623.85	886.92	457.26	3,184.08	11,036.1
<b>PROGRAM DIRECT UNIT COST RATE</b>										
			50.38		50.38	50.38	50.38	50.38	50.38	\$50.38
<b>TOTAL DIRECT SERVICES COST</b>										
			3,042,662.30		1,004,220.28	665,260.00	273,930.00	136,021.00	965,231.03	\$3,042,662.30

# Projected Program Administrative Costs and Summary Totals Form FY 2012 Ryan White Part A

City of Austin HIV Services Grants and Contracts

Program: Outpatient Ambulatory Medical Care

Provider Agency: CommUnityCare

IHSD / HRA U form revised May 2009

Cost Category & Description	FTE- Svc Admin	Hourly Rate	Total Admin Costs for this Service	Ryan White Part A Svc Admin Costs	Ryan White Part B Service Costs	Ryan White Part C Service Costs	State Services Service Costs	Travis County Healthcare District Service Costs	Program Income Service Costs	Total ADMIN Costs
<b>OPERATING COSTS - ADMINISTRATIVE PROGRAM SUPPORT SERVICES</b>										
<b>ADMINISTRATIVE - PERSONNEL</b>										
Garcia, Maria - Sr. Medical Admitting Clerk	0.10	13.46	27,996.80	893.66	0.00	0.00	0.00	27,103.14	0.00	\$27,996.80
Rangel, Sylvia - Eligibility Specialist	0.10	19.45	24,818.82	792.22	0.00	0.00	0.00	24,026.60	0.00	\$24,818.82
Fritzell, Polly - Medical Admitting Clerk	0.90	15.63	29,259.36	8,405.63	0.00	0.00	0.00	20,853.73	0.00	\$29,259.36
Bosworth, Dora - RN/Nurse Manager	0.10	38.20	79,461.20	2,536.40	0.00	0.00	0.00	76,924.80	0.00	\$79,461.20
Ray, Rhonda - Grants Manager	1.00	33.69	70,077.28	11,498.00	0.00	0.00	0.00	58,579.28	0.00	\$70,077.28
Vacant - Performance Improvement Analyst	1.00	32.58	67,757.04	44,319.88	0.00	0.00	0.00	23,437.16	0.00	\$67,757.04
Vacant - Performance Improvement Specialist	1.00	19.23	40,000.00	16,084.30	0.00	0.00	0.00	23,915.70	0.00	\$40,000.00
Combined Admin. Staff - Soc. Sec / Medicare taxes (FICA)			\$ 25,961.84	6,466.55	0.00	0.00	0.00	19,495.29	0.00	\$25,961.84
Combined Admin. Staff - Retirement system contributions			\$ 20,362.23	5,071.81	0.00	0.00	0.00	15,290.42	0.00	\$20,362.23
Combined Admin. Staff - Employee Insurance (health, life, etc.)			\$ 62,274.49	15,511.27	0.00	0.00	0.00	46,763.22	0.00	\$62,274.49
Combined Admin. Staff - Worker's Compensation Insurance				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Combined Admin. Staff - State Unemployment Insurance (SUI)				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Other admin fringe benefits				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
<b>ADMINISTRATIVE - OPERATIONS</b>										
Admin. - General & Other Liability Insurance				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Admin. - Telecommunications (Phone, Internet, etc.)				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Admin. - Office Supplies & Materials			13,860.00	0.00	0.00	0.00	0.00	13,860.00	0.00	\$13,860.00
Admin. - Audit				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Admin. - Payroll Accounting services				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Admin. - Rent				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Admin. - Facilities support (Utilities, etc.)			107,181.00	0.00	0.00	0.00	0.00	107,181.00	0.00	\$107,181.00
Admin. - Building Maintenance/repairs			2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00	\$2,000.00
Admin. - Meeting Expenses				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Admin. - Postage & Delivery Services			1,800.00	0.00	0.00	0.00	0.00	1,800.00	0.00	\$1,800.00
Admin. - Photocopier rental, Equip maint., etc NOT directly serving clients			4,318.00	0.00	0.00	0.00	0.00	4,318.00	0.00	\$4,318.00
Admin. - Staff Travel, mileage, etc.			7,150.00	0.00	0.00	0.00	0.00	7,150.00	0.00	\$7,150.00
Admin. - Printing and duplication			7,671.00	0.00	0.00	0.00	0.00	7,671.00	0.00	\$7,671.00
Admin. - Staff Training and Development (Conferences/Seminars)			6,500.00	0.00	0.00	1,700.00	0.00	4,800.00	0.00	\$6,500.00
Admin. - Advertising and related services			3,911.00	0.00	0.00	0.00	0.00	3,911.00	0.00	\$3,911.00
Admin. - Subscriptions/Memberships			8,564.00	0.00	0.00	0.00	0.00	8,564.00	0.00	\$8,564.00
Admin. - Other (list)				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
<b>SUBTOTAL ADMINISTRATIVE COSTS</b>			<b>610,924.06</b>	<b>111,579.72</b>	<b>0.00</b>	<b>1,700.00</b>	<b>0.00</b>	<b>497,644.34</b>	<b>0.00</b>	<b>\$610,924.06</b>

## TOTAL SERVICE COSTS AND UNIT COST RATE CALCULATIONS

DIRECT CLIENT SERVICES WITH ADMINISTRATIVE SUPPORT ALLOCATIONS / & UNIT COSTS								
	Total Svc Annual Cost	Ryan White Part A Costs	Ryan White Part B Service Costs	Ryan White Part C Service Costs	State Services Service Costs	Travis County Healthcare District Service Costs	Program Income Service Costs	Total SERVICE
DIRECT SERVICE UNIT COST by Fund source	\$238.00	\$ 271.01	\$441.71	\$304.42	\$420.00	#DIV/0!	#DIV/0!	\$238.00
ADMINISTRATIVE UNIT COST	\$50.82	\$ 38.29	0.00	5.58	0.00	87.47	#DIV/0!	50.82
FINAL COMBINED UNIT COST	\$288.82	310.10	441.71	310.00	420.00	#DIV/0!	#DIV/0!	\$288.82
NUMBER OF SERVICE UNITS	8,928.0	2,608	1,202.3	739.5	269.0	3,928.0	0.0	8,928.0
SERVICE BUDGETS CALCULATED (UNITS x RATE)	\$3,097,586.36	\$920,123.24	\$531,070.68	\$230,946.92	\$112,984.21	\$1,302,461.32	#DIV/0!	\$3,097,586.36
TOTAL OAMC COSTS	3,653,586.36	1,115,800.00	663,260.00	275,630.00	136,021.00	1,462,875.37	#DIV/0!	\$3,653,586.36



## BUDGET JUSTIFICATION

### CommUnityCare - David Powell Clinic

#### Ryan White Part A Budget Period: FY 2012 Service Category: Outpatient Ambulatory Medical Care

The agency total annual HIV services budget for this program will be funded as follows:

Ryan White Part B	\$ 663,260	18.15%
Ryan White Part C	\$ 275,630	7.54%
State Services	\$ 136,021	3.72%
Travis Count Healthcare District	\$ 1,462,875	40.04%
Ryan White Part A	<u>\$ 1,115,800</u>	<u>30.54%</u>
<b>TOTAL - All Funding Sources</b>	<b>\$ 3,653,856.00</b>	<b>100.00%</b>

#### Direct Service Costs

##### PERSONNEL

Senior Registered Nurse, Deena Moore, RN

1.00 FTE x \$52,072.46 annual salary x 31.92% \$ 16,621.53

Assists Providers in the treatment of patients. Performs professional nursing services (triage, patient education, etc.)

Senior Registered Nurse Manager, Dora Bosworth, RN

1.00 FTE x \$79,461.20 annual salary x 31.92% \$ 22,827.61

Assists Providers in the treatment of patients. Performs professional nursing services (triage, patient education, etc.) Oversee and manage assigned staff, including establishing work assignments and priorities in relationship to nursing services available.

Physician, Cynthia Brinson, MD

0.30 FTE x \$58,132.62 .60annual salary x 31.92% \$ 18,555.93

Provides direct care to patients. Researches, develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions.

Physician, Donald Brode, MD

0.30 FTE x \$58,132.62 annual salary x 31.92% \$ 18,555.93

Provides direct care to patients. Researches, develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions.

Physician, Steven Crow, MD

0.80 FTE x \$90,377.04 annual salary x 31.92% \$ 28,848.35

Provides direct care to patients. Researches, develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions.

Senior Registered Nurse, Paula D'Amico, RN .80FTE x \$52,965.12 annual salary x 31.92% Assists Providers in the treatment of patients. Performs professional nursing services (triage, patient education, etc.)	\$	16,906.47
Physician, Linda Dooley, MD 0.10 FTE x \$179,700 annual salary x 31.92% Provides direct care to patients. Researches, develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions.	\$	5,736.02
Registered Nurse, Debbi Giossi, RN 1.00 FTE x \$64,480 annual salary x 31.92% Assists providers in the treatment of patients. Performs professional nursing functions (triage, patient education, etc.)	\$	20,582.02
Nurse Practitioner, Thomas Hull, NP 0.80 FTE x \$76,719.24 annual salary x 31.92% Provides direct care to patients. Researches, develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions.	\$	24,488.78
Physician, Robert Morrison, MD 1.00 FTE x \$179,700 annual salary x 31.92% Provides direct care to patients. Researches, develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions.	\$	57,622.34
Physician, Ivan Robert Nepustil, MD 0.20 FTE x \$156,849.94 annual salary x 31.92% Provides direct care to patients. Researches, develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions.	\$	50,066.50
Senior Registered Nurse, Maria Saldiva, RN 1.00 FTE x \$61,921.60 annual salary x 31.92% Assists Providers in the treatment of patients. Performs professional nursing services (triage, patient education, etc.)	\$	19,765.37
Physician, Padmann Sriram, MD 0.50 FTE x \$96,807.88 annual salary x 31.92% Provides direct care to patients. Researches, develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions.	\$	30,901.08
Registered Nurse, Maria Vasquez, RN 1.00 FTE x \$62,400 annual salary x 31.92% Assists Providers in the treatment of patients. Performs professional nursing services (triage, patient education, etc.)	\$	19,918.08
Registered Nurse, Beverly Woodward, RN 1.00 FTE x \$53,227.20 annual salary x 31.92% Assists Providers in the treatment of patients. Performs professional nursing services (triage, patient education, etc.)	\$	16,990.12

Senior Registered Nurse, Judy Wier, RN 1.00 FTE x \$70,366 annual salary x 31.92% Assists Providers in the treatment of patients. Performs professional nursing services (triage, patient education, etc.)	\$	22,460.95
Senior Registered Nurse, Peggy Wright, RN 1.00 FTE x \$65,603.20 annual salary x 72.00% Assists Providers in the treatment of patients. Performs professional nursing services (triage, patient education, etc.)	\$	47,205.82
Physician, James Zachary, MD 1.00 FTE x \$179,700 annual salary x 31.92% Provides direct care to patients. Researches, develops, and implements clinic medical protocols. Performs diagnostic and treatment interventions.	\$	57,360.24

#### **OAMC Support Service Costs**

Medical Admissions Clerk Sr. Maria Garcia .90 FTE x \$27,966.80 annual salary x 31.92% Oversees all MACs position. Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records.	\$	8,042.92
Medical Admissions Clerk, Uneisela Espinoza 1.00 FTE x \$27,966.80 annual salary x 31.92% Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records.	\$	8,936.37
Medical Admissions Clerk, Monica Castillon 1.00 FTE x \$22,880.00 annual salary x 31.92% Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records.	\$	7,303.30
Medical Admissions Clerk, Alicia Sutherland 1.00 FTE x \$27,996.80 annual salary x 31.92% Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records.	\$	8,936.58

<p>Medical Admissions Clerk, Polly Frizzell</p> <p>.10 FTE x \$32,510.40 annual salary x 31.92%</p> <p>Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records.</p>	\$	1,037.73
<p>Medical Admissions Clerk, Rosalinda Rodriquez</p> <p>1.00 FTE x \$27,996.80 annual salary x 31.92%</p> <p>Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records.</p>	\$	8,936.58
<p>Medical Admissions Clerk, Sarkira Stanley</p> <p>1.00 FTE x \$27,456 annual salary x 31.92%</p> <p>Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records.</p>	\$	8,763.96
<p>Patient Assistance Coordinator, Tracy Tripulas</p> <p>1.00 FTE x \$48,252.88 annual salary x 31.92%</p> <p>Collaborates with providers and coordinates with Patient Assistance Program to obtain needed medications at no cost for eligible patients. Coordinates patient participation in drug trials and early access programs.</p>	\$	15,402.32
<p>Diet. Coordinator, LeAnn Randall</p> <p>.50 FTE x \$24,818.82 annual salary x 31.92%</p> <p>Coordinates the collection, evaluation, and dissemination of quality improvement/assurance activities and information. Designs, schedules and conducts quality reviews as appropriate to the facility or service; performs or coordinates chart and/or other medical reviews.</p>	\$	7,922.17
<p>Eligibility Specialist, Sylvia Rangel</p> <p>.90 FTE x \$40,456 annual salary x 31.92%</p> <p>Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records.</p>	\$	11,622.20
<p>Phlebotomist, Elviniedka Flowers</p> <p>1.00 FTE x \$28,121.60 annual salary x 31.92%</p> <p>Performs blood draws on patients, processes serum and submits to subcontractors for routine and specialized HIV blood testing. Processes other specimens as necessary to complete testing ordered by medical providers.</p>	\$	9,295.08

Medical Admissions Clerk, Viveca Holmes 1.00 FTE x \$29,702.39 annual salary x 31.92%	\$	9,481.01
Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records.		
Referral Coordinator, Joann Castro 1.00 FTE x \$35,838.40 annual salary x 31.92%	\$	11,439.62
The referral coordinator will support the medical staff by making and following up provider referrals for specialty care. This position manages the pre-authorization process, ensures that all medical documents are accurate and complete, and provides accurate and timely communication for medical providers, referral resources and patients.		
<b>Direct and Support Staff Salary Subtotal</b>	<b>\$</b>	<b>612,532.97</b>
<b>FRINGE BENEFITS</b>		
FICA & Medicare Tax - Salaries x 7.65%	\$	46,858.77
Retirement - Salaries x 6.0%	\$	36,751.98
Other Fringe Benefits (Medical, Dental, etc.) - Qualifying Salaries x 18.35%	\$	112,399.80
<b>Fringe Benefits Subtotal</b>		<b>\$196,010.55</b>
<b>TRAVEL</b>	\$	-
<b>EQUIPMENT</b>	\$	-
<b>SUPPLIES</b>		
Lab Services Laboratory Corporation of America: CD4 T-Cell Counts; Clinical Pathology Laboratories: Viral Load Tests, and Phenotypes (e.g., 35.2% RW-A share of total \$556,000 services budget = \$195,676.76)		195,676.76
<b>Supplies Subtotal</b>		<b>\$195,676.76</b>
<b>CONTRACTUAL</b>	\$	-
<b>OTHER</b>	\$	-
<b>TOTAL DIRECT SERVICES COSTS</b>	<b>\$</b>	<b>1,004,220.28</b>
<b>DIRECT SERVICES COSTS as Percentage of TOTAL BUDGET</b>		<b>90.0%</b>

## Administrative Costs

### **PERSONNEL**

Medical Admissions Clerk Sr. Maria Garcia

.10 FTE x \$27,966.80 annual salary x 31.92% \$ 893.66

Oversees all MACs position. Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records.

Eligibility Specialist, Sylvia Rangel

.10 FTE x \$40,456 annual salary x 31.92% \$ 792.22

Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records.

Medical Admissions Clerk, Polly Frizzell

.90 FTE x \$32,510.40 annual salary x 31.92% \$ 8,405.63

Receives and routes patient telephone calls. Schedules patient appointments. Receives and registers patients for clinic services and checks patients out upon dismissal. Collects co-payments and use fees. Enters patient information into practice management system and maintains patient medical records.

Senior Registered Nurse Manager, Dora Bosworth, RN

.10 FTE x \$79,461.20 annual salary x 31.92% \$ 2,536.40

Assists Providers in the treatment of patients. Performs professional nursing services (triage, patient education, etc.) Oversee and manage assigned staff, including establishing work assignments and priorities in relationship to nursing services available.

Grants Manager, Rhonda Ray

1.00 FTE x \$70,077.28 annual salary x 16.41% \$ 11,498.00

Manages grant administration, including application, negotiation, and contract compliance. Supervise clinic operations in the absence of or at the direction of the clinic administrator. Work with Clinic Administrator and clinic management team to devise, design, and improve clinical operations to improve fiscal and operational efficiency.

Performance Improvement Specialist (QI), Vacant

1.00 FTE x \$67,757.04 annual salary x 31.92% \$ 44,319.88

Coordinates collection, evaluation, and dissemination of quality improvement/assurance activities and information. Designs, schedules and conducts quality reviews as appropriate to the facility or service; performs or coordinates chart and/or other medical record reviews and/or abstracts specific relevant data as appropriate. Manages data and data systems, including ARIES.

Performance Improvement Specialist (QI), Vacant 1.00 FTE x \$40,000 annual salary x 1.92%	\$	16,084.30
Coordinates collection, evaluation, and dissemination of quality improvement/assurance activities and information. Designs, schedules and conducts quality reviews as appropriate to the facility or service; performs or coordinates chart and/or other medical record reviews and/or abstracts specific relevant data as appropriate. Manages data and data systems, including ARIES.		
<b>Personnel Subtotal</b>		<b>\$84,530.09</b>
<b>FRINGE BENEFITS</b>		
FICA & Medicare Tax - Salaries x 7.65%	\$	6,466.55
Retirement - Salaries x 6.0%	\$	5,071.81
Other Fringe Benefits (Medical, Dental, etc.) - Qualifying Salaries x 18.35%	\$	15,511.27
<b>Fringe Benefits Subtotal</b>		<b>\$27,049.63</b>
<b>TOTAL ADMINISTRATIVE COSTS</b>		<b>\$111,579.72</b>
<b>ADMINISTRATIVE COSTS as Percentage of TOTAL BUDGET</b>		<b>10.0%</b>
<b>TOTAL - DIRECT SERVICES and ADMINISTRATIVE COSTS BUDGET for City contract: Ryan White Part A Grant</b>		
		<b>\$1,115,800</b>

**Projected Program Direct Services Cost Allocation Form      FY 2012 Ryan White Part A**  
**Program: AIDS Pharmaceutical Assistance      Provider Agency: CommUnityCare**

City of Austin HIV Services Grants and Contracts

HHSD / HRAU form revised May 2009

Cost Category & Description	FTE - Svc Categ	Service Hrly Rate	Total Svc Annual Cost	Ryan White Part A Service Costs	Ryan White Part B Service Costs	Ryan White C Service Costs	State Services Service Costs	Travis County Healthcare District Service Costs	Program Income Service Costs	Total DIRECT SERVICE Costs
<b>OPERATING COSTS - PROGRAM DIRECT CLIENT SERVICES</b>										
<b>PROGRAM DIRECT - CLIENT SERVICES PERSONNEL</b>										
Position title & Staff Name - Salary				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Castenda, Raul - Pharmacist	0.90	55.94	116,358.06	44,904.90	7,691.27	27,719.32	2,769.32	33,273.25	0.00	\$116,358.06
Ngo, Jenny - Clinical Pharmacist	0.20	18.09	18,814.28	8,663.98	1,243.62	4,703.58	447.78	3,755.32	0.00	\$18,814.28
Lizama, Irene - Pharmacy Technician	1.00	14.50	30,160.00	13,888.68	1,993.58	7,540.00	717.81	6,019.94	0.00	\$30,160.00
Haywood, Tremika - Pharmacy Technician	1.00	15.06	31,324.80	14,425.07	2,070.57	7,831.20	745.53	6,252.43	0.00	\$31,324.80
Wilson, Carolyn - Pharmacist	1.00	53.34	110,950.84	51,092.86	7,333.85	27,737.72	2,640.63	22,145.78	0.00	\$110,950.84
Prgm. Combined - Soc. Sec./ Medicare taxes (FICA)			23,532.01	\$ 10,172.63	\$ 1,555.47	\$ 5,778.18	\$ 560.06	\$ 5,465.67	0.00	\$23,532.01
Prgm. Combined - Retirement system contributions			18,456.48	\$ 7,978.53	\$ 1,219.97	\$ 4,531.91	\$ 439.26	\$ 4,286.80	0.00	\$18,456.48
Prgm. Combined - Employee Insurance (health, life,			56,446.06	\$ 24,401.00	\$ 3,731.08	\$ 13,860.09	\$ 1,343.42	\$ 13,110.47	0.00	\$56,446.06
Prgm. Combined - Worker's Compensation Insurance				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Prgm. Combined - State Unemployment Insurance (S				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Prgm. Combined - Other prgm fringe benefits				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
<b>PROGRAM DIRECT - CLIENT SERVICES OPERATIONS</b>										
Prgm. Direct - Pharmaceuticals			434,000.00	192,617.31	28,722.59	98,095.00	10,336.19	104,228.91	0.00	\$434,000.00
Prgm. Direct - Client Services Vehicle/ Local Milea				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Prgm. Direct - Training/ Contin. Educ. Conf./Semin				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Prgm. Direct - Photocopy/ Printing for client care &				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Prgm. Direct - Program Supplies & Materials				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
which directly supports client care				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Prgm. Direct - Other Client services costs (list)			0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$
										\$0.00
<b>TOTAL- PROGRAM DIRECT COSTS</b>			840,042.53	368,144.96	55,562.00	197,797.00	20,000.00	198,538.57		\$840,042.53
<b>NUMBER OF SERVICE UNITS</b>			16,022.2	7,021.65	1,059.74	3,772.50	380.00	3,585.65		14,892
<b>PROGRAM DIRECT UNIT COST RATE</b>			52.43	52.43	52.43	52.43	52.63	55.37	#DIV/0!	\$53.03



**Projected Program Administrative Costs and Summary Totals Form FY 2012 Ryan White Part A**  
**Program: AIDS Pharmaceutical Assistance**  
**Provider Agency: CommUnityCare**

City of Austin HIV Services Grants and Contracts HHSD / HRAU form revised May 2009

Cost Category & Description	FTE- Svc Admin	Hourly Rate	Total Admin Costs for this Service	Ryan White Part A Service Costs	Ryan White Part B Service Costs	Ryan White Part C Service Costs	State Services Service Costs	Travis County Healthcare District Service Costs	Program Income Service Costs	Total ADMIN Costs
<b>OPERATING COSTS - ADMINISTRATIVE PROGRAM SUPPORT SERVICES</b>										
<b>ADMINISTRATIVE - PERSONNEL</b>				42.88%						
Castenda, Raul - Pharmacist	0.10	55.94	4,989.43	4,989.43						\$4,989.43
Combined Admin. Staff - Soc. Sec./ Medicare taxes (FICA)				0.00						\$0.00
Combined Admin. Staff - Retirement system contributions			381.69	381.69						\$381.69
Combined Admin. Staff - Employee Insurance (health, life, etc.)			299.37	299.37						\$299.37
Combined Admin. Staff - Worker's Compensation Insurance			915.56	915.56						\$915.56
Combined Admin. Staff - State Unemployment Insurance (SUI)				0.00						\$0.00
Other admin fringe benefits				0.00						\$0.00
<b>ADMINISTRATIVE - OPERATIONS</b>										
Admin - General & Other Liability Insurance				0.00						\$0.00
Admin - Telecommunications (Phone, Internet, etc.)				0.00						\$0.00
Admin - Office Supplies & Materials				0.00						\$0.00
Admin - Audit				0.00						\$0.00
Admin - Payroll/ Accounting services				0.00						\$0.00
Admin - Rent				0.00						\$0.00
Admin - Facilities support (Utilities, etc.)				0.00						\$0.00
Admin - Building Maintenance/ repairs				0.00						\$0.00
Admin - Meeting Expenses				0.00						\$0.00
Admin - Postage & Delivery Services				0.00						\$0.00
Admin - serving clients				0.00						\$0.00
Admin - Staff Travel, mileage, etc				0.00						\$0.00
Admin - Printing and duplication				0.00						\$0.00
Admin - Staff Training and Development (Conferences/Semina				0.00						\$0.00
Admin - Advertising and related services				0.00						\$0.00
Admin - Subscriptions/Memberships				0.00						\$0.00
Admin - Other (list)				0.00						\$0.00
<b>SUBTOTAL ADMINISTRATIVE COSTS</b>			<b>6,586.04</b>	<b>6,586.04</b>						<b>\$6,586.04</b>
<b>TOTAL SERVICE COSTS AND UNIT COST RATE CALCULATIONS</b>										
<b>DIRECT CLIENT SERVICES WITH ADMINISTRATIVE SUPPORT ALLOCATIONS / &amp; UNIT COSTS</b>										
DIRECT SERVICE UNIT COST by Fund source			\$51.98	\$52.43	\$52.42	\$52.43	\$52.63	\$55.37	#DIV/0!	#DIV/0!
ADMINISTRATIVE UNIT COST			\$0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00
FINAL COMBINED UNIT COST			\$51.98	\$52.43	\$52.42	\$52.43	\$52.63	\$55.37	#DIV/0!	\$51.98
NUMBER OF SERVICE UNITS			15,191.0	7,147.0	1,060.0	3,891.0	380.0	2,989.0	0.0	14,892.0
RVCE BUDGETS CALCULATED (UNITS x RA			\$846,628.57	\$374,731.00	\$55,562.00	\$197,797.00	\$20,000.00	\$198,538.57	#DIV/0!	#DIV/0!
<b>SUM OF DIRECT + ADMIN - TOTAL COST</b>			<b>846,628.57</b>	<b>374,731.00</b>	<b>55,562.00</b>	<b>197,797.00</b>	<b>20,000.00</b>	<b>198,538.57</b>	<b>0.00</b>	<b>\$846,628.57</b>

## BUDGET JUSTIFICATION

### CommUnityCare - David Powell Clinic

#### Ryan White Part A Budget Period: FY 2012

#### Service Category: AIDS Pharmaceutical Assistance

The agency total annual HIV services budget for this program will be funded as follows:

Ryan White Part B	\$ 55,562	6.56%
Ryan White Part C	\$ 204,010	23.36%
State Services	\$ 20,000	2.36%
Travis Count Healthcare District	\$ 198,539	23.45%
Ryan White Part A	<u>\$ 374,731</u>	<u>44.26%</u>

**TOTAL - All Funding Sources**      **\$ 846,629**      **100%**

#### Direct Service Costs **PERSONNEL**

Pharmacist III, Raul Castaneda

.90 FTE x \$116,358.06 annual salary x 42.88%      \$      44,904.90

Lead Pharmacist responsible for all aspects of pharmacy operations, including clinical, managerial, and operational activities. Also participates in the delivery of direct care to clients

Pharmacist III, Carolyn Wilson

1.00 FTE x \$110,950.84 annual salary x 42.88%      \$      51,092.86

Staff Pharmacist supports the Lead Pharmacist in the delivery of services to client.

Pharmacy Technician, Irene Lizama

1.00 FTE x \$30,160.00 annual salary x 42.88%      \$      13,888.68

Lead Pharmacy Technician responsible for all procurement activities and as support of daily operations.

Pharmacy Technician, Tremika Haywood

1.00 FTE x \$31,324.80 annual salary x 42.88%      \$      14,425.07

Staff Pharmacy Technician supports Lead Technician in the delivery of services to clients.

Clinical Pharmacist, Jenny Ngo	
.20 FTE x \$18,814.28 annual salary x 42.88%	\$ 8,663.98
Staff Pharmacy Technician supports Lead Technician in the delivery of services to clients.	
<b>Personnel Salaries Subtotal</b>	<b>\$132,975.49</b>
<b>FRINGE BENEFITS</b>	
FICA & Medicare Tax - Salaries x 7.65%	\$ 10,172.63
Retirement - Salaries x 6.0%	\$ 7,978.53
Other Fringe Benefits (Medical, Dental, etc.) - Qualifying Salaries x 18.35%	\$ 24,401.00
<b>Fringe Benefits Subtotal</b>	<b>\$ 42,552.16</b>
<b>TRAVEL</b>	
Local Mileage: Reimbursement to Program Direct staff for use of their privately owned vehicles in the performance of program duties within service area. 000 miles/mo. x 00 months x \$0.00/mile = \$000.00	\$ -
<b>Travel Subtotal</b>	<b>\$ -</b>
<b>EQUIPMENT</b>	
List equipment costs and provide justification for the need of the equipment to carry out the program's goals. Number of units X \$0,000 each = \$0,000	\$ -
<b>Equipment Subtotal</b>	<b>\$ -</b>
<b>SUPPLIES</b>	
Description of specific program direct supplies, etc. (e.g., 46% RW-A share of total \$434,000 program supplies budget = \$187748.41)	\$192,617.31
<b>Supplies Subtotal</b>	<b>192,617.31</b>
<b>CONTRACTUAL</b>	
Description of specific program direct subcontracted services, etc. (e.g., 00% RW-A share of total \$0,000 services budget = \$0,000)	\$ -
<b>Contractual Subtotal</b>	<b>\$ -</b>
<b>OTHER</b>	
Telephone for program staff use, when communicating with or on behalf of clients . 00% of \$000 annual cost.	\$ -
<b>Other Subtotal</b>	<b>\$ -</b>
<b>TOTAL DIRECT SERVICES COSTS</b>	<b>\$368,144.96</b>
<b>DIRECT SERVICES COSTS as Percentage of TOTAL BUDGET</b>	<b>98.2%</b>

### Administrative Costs

#### **PERSONNEL**

Pharmacist III, Raul Castaneda \$4,989.43

.10 FTE x \$116,358.06 annual salary x 42.88%

Lead Pharmacist responsible for all aspects of pharmacy operations, including clinical, managerial, and operational activities. Also participates in the delivery of direct care to clients

#### **FRINGE BENEFITS**

FICA & Medicare Tax - Salaries x 0.00% \$ 381.69

Retirement - Salaries x 0.0% \$ 299.37

Medical Benefits - \$0,000/yr. x 0.00 FTE \$ 915.56

**Fringe Benefits Subtotal** \$1,596.62

**SUPPLIES** \$ -

**OTHER** \$ -

**TOTAL ADMINISTRATIVE COSTS** \$6,586.04

**ADMINISTRATIVE COSTS as Percentage of TOTAL BUDGET** 1.8%

#### **TOTAL - DIRECT SERVICES and ADMINISTRATIVE COSTS BUDGET**

**for City contract: Ryan White Part A Grant** **\$374,731.00**

# Projected Program Direct Services Cost Allocation Form FY 2012 Ryan White Part A

Program: Mental Health Services

Provider Agency: CommUnityCare

City of Austin HIV Services Grants and Contracts

HHSD / HRAU form revised May 2009

Cost Category & Description	FTE - Svc Categ	Service Hrly Rate	Total Svc Annual Cost	Ryan White Part A Service Costs	Ryan White Part B Service Costs	Ryan White Part C Service Costs	State Services Service Costs	Travis County Healthcare District Service Costs	Program Income Service Costs	Total DIRECT SERVICE Costs
<b>OPERATING COSTS - PROGRAM DIRECT CLIENT SERVICES</b>										
<b>PROGRAM DIRECT - CLIENT SERVICES PERSONNEL</b>										
Bowman, Charlie - Medical Social Worker	0.49	23.76	49,413.00	24,212.37	0.00	0.00	0.00	25,200.63	0.00	\$49,413.00
Brazzle, Gina - Med Soc Svcs Supervisor	0.10	28.21	60,518.12	6,051.81	0.00	0.00	0.00	54,466.31	0.00	\$60,518.12
Prgm. Combined - Soc. Sec./ Medicare taxes (FICA)			\$ 8,409.73	\$ 2,315.21	0.00	0.00	0.00	6,094.52	0.00	\$8,409.73
Prgm. Combined - Retirement system contributions			\$ 6,595.87	\$ 1,815.85	0.00	0.00	0.00	4,780.02	0.00	\$6,595.87
Prgm. Combined - Employee Insurance (health, life, etc.)			\$ 20,172.36	\$ 5,553.48	0.00	0.00	0.00	14,618.88	0.00	\$20,172.36
Prgm. Combined - Worker's Compensation Insurance				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Prgm. Combined - State Unemployment Insurance (SUI)				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Prgm. Combined - Other prgm fringe benefits				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
<b>PROGRAM DIRECT - CLIENT SERVICES OPERATIONS</b>										
Prgm. Direct - Contract Mental Health Professional			56,875.64	34,236.28	0.00	0.00	20,000.00	0.00	0.00	\$56,875.64
Prgm. Direct - Client Services Vehicle/ Local Mileage				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Prgm. Direct - Training/ Contin. Educ. Conf./Seminars				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Prgm. Direct - Photocopy/ Printing for client care & serv				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Prgm. Direct - Program Supplies & Materials				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
directly supports client care				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Prgm. Direct - Other Client services costs (list)				0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
<b>SUBTOTAL- PROGRAM DIRECT COSTS</b>			201,984.72	74,185.00	0.00	0.00	20,000.00	107,800.00	0.00	\$201,984.72
<b>NUMBER OF SERVICE UNITS</b>			950.0	890.36	0.00	0.00	101.01	0.00	0.00	800.0
<b>PROGRAM DIRECT UNIT COST RATE</b>			100.40	83.32	0.00	0.00	198.00	107,800.00	0.00	\$119.23

**Projected Program Administrative Costs and Summary Totals Form FY 2012 Ryan White Part A**  
**Program: Mental Health Services**  
**Provider Agency: CommUnityCare**

City of Austin HIV Services Grants and Contracts

HHSD / IIRAU form revised May 2009

Cost Category & Description	FTE- Svc Admin	Hrly Rate	Total Admin Costs for this Service	Ryan White Part A Service Costs	Ryan White Part B Service Costs	Ryan White Part C Service Costs	State Services Costs	Travis County Healthcare District Service Costs	Program Income Service Costs	NAME 7 Source Admin Cost	Total ADMIN Costs
<b>OPERATING COSTS - ADMINISTRATIVE PROGRAM SUPPORT SERVICES</b>											
<b>ADMINISTRATIVE - PERSONNEL</b>											
Position title & Staff Name - Salary				0.00			0.00	0.00	0.00	0.00	\$0.00
Position title & Staff Name - Salary				0.00			0.00	0.00	0.00	0.00	\$0.00
Position title & Staff Name - Salary				0.00			0.00	0.00	0.00	0.00	\$0.00
Position title & Staff Name - Salary				0.00			0.00	0.00	0.00	0.00	\$0.00
Combined Admin. Staff - Soc Sec / Medicare taxes (FICA)				0.00			0.00	0.00	0.00	0.00	\$0.00
Combined Admin. Staff - Retirement system contributions				0.00			0.00	0.00	0.00	0.00	\$0.00
Combined Admin. Staff - Employee Insurance (health, life, etc.)				0.00			0.00	0.00	0.00	0.00	\$0.00
Combined Admin. Staff - Worker's Compensation Insurance				0.00			0.00	0.00	0.00	0.00	\$0.00
Combined Admin. Staff - State Unemployment Insurance (SUI)				0.00			0.00	0.00	0.00	0.00	\$0.00
Other admin fringe benefits				0.00			0.00	0.00	0.00	0.00	\$0.00
<b>ADMINISTRATIVE - OPERATIONS</b>											
Admin - General & Other Liability Insurance				0.00			0.00	0.00	0.00	0.00	\$0.00
Admin - Telecommunications (Phone, Internet, etc.)				0.00			0.00	0.00	0.00	0.00	\$0.00
Admin - Office Supplies & Materials				0.00			0.00	0.00	0.00	0.00	\$0.00
Admin - Audit				0.00			0.00	0.00	0.00	0.00	\$0.00
Admin - Payroll/ Accounting services				0.00			0.00	0.00	0.00	0.00	\$0.00
Admin - Rent				0.00			0.00	0.00	0.00	0.00	\$0.00
Admin - Facilities support (Utilities, etc.)				0.00			0.00	0.00	0.00	0.00	\$0.00
Admin - Building Maintenance/ repairs				0.00			0.00	0.00	0.00	0.00	\$0.00
Admin - Meeting Expenses				0.00			0.00	0.00	0.00	0.00	\$0.00
Admin - Postage & Delivery Services				0.00			0.00	0.00	0.00	0.00	\$0.00
Admin - Photocopier rental, Equip maint, etc NOT directly serving clients				0.00			0.00	0.00	0.00	0.00	\$0.00
Admin - Staff Travel, mileage, etc				0.00			0.00	0.00	0.00	0.00	\$0.00
Admin - Printing and duplication				0.00			0.00	0.00	0.00	0.00	\$0.00
Admin - Staff Training and Development (Conferences/Seminars)				0.00			0.00	0.00	0.00	0.00	\$0.00
Admin - Advertising and related services				0.00			0.00	0.00	0.00	0.00	\$0.00
Admin - Subscriptions/Memberships				0.00			0.00	0.00	0.00	0.00	\$0.00
<b>SUBTOTAL ADMINISTRATIVE COSTS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>
<b>TOTAL SERVICE COSTS AND UNIT COST RATE CALCULATIONS</b>											
<b>DIRECT CLIENT SERVICES WITH ADMINISTRATIVE SUPPORT ALLOCATIONS / &amp; UNIT COSTS</b>			<b>Total Svc Annual Cost</b>	<b>Ryan White Part A Costs</b>	<b>Ryan White Part B Service Costs</b>	<b>Ryan White Part C Service Costs</b>	<b>State Services Costs</b>	<b>Travis County Healthcare District Service Costs</b>	<b>Program Income Service Costs</b>	<b>NAME 7 Source Cost</b>	<b>Total SERVICE</b>
DIRECT SERVICE UNIT COST by Fund source			\$100.40	\$48.43	\$0.00	\$0.00	\$198.00	\$0.00	\$0.00	\$0.00	\$100.40
PSYCHIATRIC UNIT COST			\$0.00	198.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FINAL COMBINED UNIT COST			\$100.40	\$246.43	\$0.00	\$0.00	\$198.00	\$0.00	\$0.00	\$0.00	\$100.40
NUMBER OF PSYCHIATRIC SERVICE UNITS				172.91			\$101.01				
NUMBER OF COUSLING SERVICE UNITS			950.0	-717.45	0.0	0.0	0.0	0.0	0.0	0.0	800.0
SERVICE BUDGETS CALCULATED (UNITS x RATE)			\$201,984.72	\$74,185.00	\$0.00	\$0.00	\$20,000.00	\$107,800.00	\$0.00	\$0.00	\$0.00
SUM OF DIRECT + ADMIN - TOTAL COST			201,984.72	74,185.00	0.00	0.00	20,000.00	107,800.00	0.00	0.00	\$201,985.00

## BUDGET JUSTIFICATION

### CommUnityCare - David Powell Clinic

#### Ryan White Part A Budget Period: FY 2012

#### Service Category: Mental Health Services

The agency total annual HIV services budget for this program will be funded as follows :

Ryan White Part B	\$ 00,000	0.00%
Ryan White Part C	\$ 00,000	0.00%
State Services	\$ 20,000	9.90%
Travis Count Healthcare District	\$107,800	53.37%
Ryan White Part A	<u>\$ 74,185</u>	<u>36.73%</u>

**TOTAL - All Funding Sources      \$ 201,985      100%**

#### Direct Service Costs

##### **PERSONNEL**

Medical Social Worker, Charlie Bowman

0.49 FTE x \$49,413 annual salary      \$      24,212.37

Assesses clinical status of patients, assists medical providers in recognizing and treating mental disorders, works with primary care team to treat and manage patient with mental health and/or substance abuse problems and follows-up with medical providers

Medical Social Services Supervisor, Gina Brazzle

0.10 FTE x \$60,518.11 annual salary      \$      6,051.81

Assesses clinical status of patients, assists medical providers in recognizing and treating mental disorders, works with primary care team to treat and manage patient with mental health and/or substance abuse problems and follows-up with medical providers and supervisor to all Social Workers

**Personnel Salaries Subtotal**      \$      30,264.18

##### **FRINGE BENEFITS**

FICA & Medicare Tax - Salaries x 7.65%      \$      2,315.21

Retirement - Salaries x 6.0%      \$      1,815.85

Other Fringe Benefits (Medical, Dental, etc.) - Qualifying Salaries x 18.35%      \$      5,553.48

**Fringe Benefits Subtotal**      \$      9,684.54

**TRAVEL**

Direct Services-related Conference Name, dates. Lodging, meals, and transportation for Position Title to City Name, Texas. Staff Name will attend and learn specific techniques, etc.. (Itemize each component of applicable costs and total)

\$ -

**Travel Subtotal**

\$ -

**EQUIPMENT**

List equipment costs and provide justification for the need of the equipment to carry out the program's goals. Number of units X \$0,000 each = \$0,000

\$ -

**Equipment Subtotal**

\$ -

**SUPPLIES**

Description of specific program direct supplies, etc. (e.g., 00% RW-A share of total \$0,000 program supplies budget = \$0,000)

\$ -

**Supplies Subtotal**

\$ -

**CONTRACTUAL**

Description of specific program direct subcontracted services, etc. (e.g., 00% RW-A share of total \$0,000 services budget = \$0,000)

\$ -

**Contractual Subtotal**

\$ -

**OTHER**

Contract Mental Health Professional - \$198/unit for 172 units

\$ 34,236.28

**Other Subtotal**

\$ 34,236.28

**TOTAL DIRECT SERVICES COSTS**

\$ 74,185.00

**DIRECT SERVICES COSTS as Percentage of TOTAL BUDGET**

100.0%



**Administrative Costs**

<b>PERSONNEL</b>	\$	-
<b>Personnel Subtotal</b>	\$	-
 <b>FRINGE BENEFITS</b>		
FICA & Medicare Tax - Salaries x 7.65%	\$	-
Retirement - Salaries x 6.0%	\$	-
Medical Benefits - \$6,000/yr. x 0.00 FTE	\$	-
<b>Fringe Benefits Subtotal</b>	\$	-
 <b>SUPPLIES</b>		
List office supplies and describe methodology, e.g., 00% RW-A share of total \$0,000 office supplies budget = \$0,000	\$	-
<b>Supplies Subtotal</b>	\$	-
 <b>OTHER</b>	\$	-
<b>Other Subtotal</b>	\$	-
 <b>TOTAL ADMINISTRATIVE COSTS</b>	\$	-
<b>ADMINISTRATIVE COSTS as Percentage of TOTAL BUDGET</b>		0.0%

<b>TOTAL - DIRECT SERVICES and ADMINISTRATIVE COSTS BUDGET</b> <b>for City contract: Ryan White Part A Grant</b>	<b>\$74,185</b>
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**CITY OF AUSTIN  
HEALTH AND HUMAN SERVICES DEPARTMENT  
SUBCONTRACTOR DATA SHEET**

Contract term: 2009 – 2013

Subcontractor name: Clinical Pathology Laboratories, Inc. (CPL)

Address: P.O. Box 141669

City, State, Zip: Austin, Texas 78714-1169

E-mail address: kancira@cpllabs.com

Phone number: 512-873-1690

Fax number: 512-876-1600

Contact person name and title: Kelly Ancira

Total estimated number of persons to be served under this Contract: 718

**If Categorical Budget, complete this section:**

**Name of subcontractor:**

Clinical Pathology Laboratories, Inc.

**Service category:**

Outpatient Ambulatory Medical Care – Viral Load Test

**Definition of unit of service:**

One (1) Unit = One Viral Load Test

**Description of service to be provided:**

Viral Load Tests are generally ordered by the physician/nurse practitioner through the NextGen Electronic Medical Record (EMR) system. Serum (blood) samples are drawn by a phlebotomist in the DPCHC lab. Samples are processed and stored as required and are transported to the laboratory facility by the subcontractor, where a HIV-1 RNA PCR Quantitative Test is performed to determine the amount of free virus in the client's blood. Test results are received and filed electronically in the client's record in the EMR, and in many cases are also printed to hard copy and routed to the ordering provider for sign-off. Unit Cost is \$78.00.

**Categorical Budget**

Personnel: \$0.00

Fringe: \$0.00

Travel: \$0.00

Equipment: \$0.00

Supplies: \$0.00

Contractual: \$0.00

Other: \$0.00

Total Direct Costs: \$151,476

Indirect/Administrative Costs: \$0.00

Total Subcontract Amount: \$151,476

**CITY OF AUSTIN  
HEALTH AND HUMAN SERVICES DEPARTMENT  
SUBCONTRACTOR DATA SHEET**

Contract term: 2009 – 2013

Subcontractor name: Laboratory Corporation of America (LabCorp)

Address: 6603 First Park Ten Boulevard

City, State, Zip: San Antonio, Texas 78213

E-mail address: stewark@laborp.com

Phone number: 512-906-5017

Fax number: 512-225-1281

Contact person name and title: Kim Stewart, Key Account Executive

Total estimated number of persons to be served under this Contract: 718

<b>If Categorical Budget, complete this section:</b>
<b>Name of subcontractor:</b> Laboratory Corporation of America
<b>Service category:</b> Outpatient Ambulatory Medical Care – CD-4Test
<b>Definition of unit of service:</b> One (1) Unit = One CD-4 Test
<b>Description of service to be provided:</b> CD-4 T-Cell Count Tests are generally ordered by the physician/nurse practitioner through the NextGen Electronic Medical Record (EMR) system. Serum (blood) samples are drawn by a phlebotomist in the DPCHC lab. Samples are processed and stored as required and are transported to the laboratory facility by the subcontractor, where CD-4 T-Cell quantitative and percentage tests are performed. Other blood tests may be performed on the same collection at no additional cost due to economical per person per month pricing. Test results are received and filed electronically in the client's record in the EMR, and in many cases are also printed to hard copy and routed to the ordering provider for sign-off. Unit Cost is \$22.73.
<p style="text-align: center;"><b>Categorical Budget</b></p> <p>Personnel: \$0.00 Fringe: \$0.00 Travel: \$0.00 Equipment: \$0.00 Supplies: \$0.00 Contractual: \$0.00 Other: \$0.00 Total Direct Costs: \$44,187 Indirect/Administrative Costs: \$0.00 Total Subcontract Amount: \$44,187</p>

## **ATTACHMENT D**

### **PERFORMANCE and FINANCIAL REPORT DELIVERY SCHEDULE**

Current reporting forms and related information are available from  
City of Austin Health and Human Service Department HIV Resources Administration Unit

## REQUIRED PERFORMANCE and FINANCIAL REPORTS

### Delivery Schedule and Due Dates for FY 2012 Ryan White Part A Grant Agreements and Contracts

The following forms and reports, with indicated due dates, are required from Contractor:

Reporting Requirements	Due Dates
ARIES Data Report	Ongoing ARIES data input is required. ARIES Data Report due monthly, no later than the 15 <sup>th</sup> of each month, for the previous month, attached to Monthly Performance and Budget Status Report and Payment Request
HIV Services Monthly Performance and Budget Status Report, with corresponding Payment Request	Due no later than the 15 <sup>th</sup> of each month, for the previous month, attached to ARIES Monthly Data Report
Ryan White Program Services Report (RSR) for calendar year 2012	March, 25 2013, or as directed by City for period January through December 2012
FY 2012 Year-End Closeout Report for Ryan White Part A FY 2012 Contract term period	April 14, 2013
Administrative and Fiscal Review (AFR) Update	July 31, 2012, or as directed by City
Annual Financial Report with independent auditor's Management Letter and related items	120 calendar days after close of provider agency's fiscal year

**ATTACHMENT E**  
**INSURANCE REQUIREMENTS**

## INSURANCE REQUIREMENTS FOR CITY CONTRACTS

**Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have,** Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

### **I. General Requirements Applicable to All Contractors' Insurance.**

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

## II. Specific Requirements

The following requirements (II.A - II.D, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

### A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
  - \$100,000 bodily injury each accident
  - \$100,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
  - a. Waiver of Subrogation (Form 420304)
  - b. Thirty (30) day Notice of Cancellation (Form 420601)

### B. Commercial General Liability Insurance

1. Minimum limits:
  - \$500,000\* combined single limit per occurrence for coverage A and B.
  - \*Supplemental Insurance Requirement  
If eldercare, childcare, or housing for clients is provided,  
the required limits shall be: \$ 1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
  - a. Blanket Contractual liability for this Contract
  - b. Products and Completed Operations
  - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
  - a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.

- C. The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.



D. Business Automobile Liability Insurance

1. Minimum limits:

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of: \$100,000/\$300,000/\$100,000 may be provided in lieu of Business Automobile Liability Insurance.

2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:

- a. Waiver of Subrogation (Form TE 2046A)
- b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
- c. City of Austin named as additional insured (Form TE 9901B)

E. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$500,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract. Contractor will maintain deemed status under the Federal Tort Claims Act in lieu of a traditional professional liability insurance policy.

F. Blanket Crime Policy Insurance

A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

G. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

H. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

**ATTACHMENT F**

**HIV CONTRACTOR ASSURANCES**

**CITY OF AUSTIN**  
**AUSTIN/TRAVIS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT**

**HIV CONTRACTOR ASSURANCES**

**Advocate and Promote**

Contractor assures that it does not advocate or promote conduct that violates state law, in compliance with the HIV Services Act, Texas Health and Safety Code, Section 85.011, as follows: “a contract may not be awarded to an entity or community organization that advocates or promotes conduct that violates state law. This subsection does not prohibit the award of a grant to an entity or community organization that provides accurate information about ways to reduce the risk of exposure to, or transmission of, HIV.”

**Confidentiality**

Contractor and its employees or subcontractors, if applicable, provide assurance to the City that confidentiality of all records shall be maintained. No information obtained in connection with the examination, care, or provision of programs or services to any person with HIV shall be disclosed without the individual’s consent, except as may be required by law, such as for the reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed.

Contractor is aware that the Health and Safety Code, 81.103, provides for both civil and criminal penalties against anyone who violates the confidentiality of persons protected under the law. Furthermore, all employees and volunteers who provide direct client care services or handle direct care records wherein they may be informed of a client’s HIV status or any other information related to the client’s care, are required to sign a statement of confidentiality assuring compliance with the law. An entity that does not adopt a confidentiality policy as required by law is not eligible to receive City funds until the policy is developed and implemented.

**Tuberculosis Collaboration**

Contractor assures the City that it maintains collaborative effort with local Tuberculosis (TB) Control Programs in order to insure that HIV and TB treatment and prevention services are provided to persons at risk of HIV and TB.

**Drug-Free Workplace Requirements**

Contractor certifies that it will provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

- the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about-
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
  - (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will-
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
  - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted-
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.

### **Debarment and Suspension**

Contractor assures to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity, (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this assurance; and

(d) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

### **Lobbying**

Title 31, United States Code, Section 1352, entitle "Limitation on use of appropriated funds to influence certain Federal contraction and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). Contractor assumes, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agent, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-ILL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language of this assurance be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall assure and disclose accordingly.

  
\_\_\_\_\_  
Signature of Authorized Official

Interim CEO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Legal Name of Contracting Agency

8/30/12  
\_\_\_\_\_  
Date

**ATTACHMENT G**

**CONFIDENTIALITY AGREEMENT**

## Confidentiality Agreement

This Confidentiality Agreement is entered into because the City of Austin ("City") will be performing an audit under the Ryan White Part C Outpatient Grant Agreement between the City and Central Texas Community Health Centers dba CommUnityCare ("CommUnityCare").

This Confidentiality Agreement is between CommUnityCare and \_\_\_\_\_ ("Auditor"), who will help perform the audit at a CommUnityCare location.

I, Auditor, agree to the following:

1. I acknowledge that, during the course of my work as part of the audit team, I may see or have access to protected health information ("PHI") of CommUnityCare patients. I understand that PHI is defined as any information that identifies an individual (patient) and describes their health status, including HIV status, sex, age, ethnicity, or other demographic characteristics, in any format (i.e. electronic, written, or oral.) I further understand that the fact that an individual is a patient of the David Powell Clinic identifies that patient as an HIV patient. I understand that all PHI is protected by both Texas and federal laws and by the privacy policies of CommUnityCare.
2. I will use PHI only as needed to perform my legitimate audit duties.
3. I will not in any way divulge or release any PHI except to another member of the audit team when on-site at CommUnityCare and only when such communication is required for the audit.
4. I understand and agree that CommUnityCare staff will redact patient identifying information, including names, addresses, phone numbers and social security numbers, from copies of medical records or other documents that I take away from CommUnityCare. CommUnityCare has agreed to leave the medical record number on the copies.
5. I agree to place all data and work papers containing a medical record number in a restricted database at the City Auditor's office, and only the City Auditor and those audit employees who are working on this audit will have privileges to access the database.
6. I understand that my failure to protect the confidentiality of PHI may result in legal liability.

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**