

1 AGREEMENT FOR PROVISION OF  
2 HIV OUTPATIENT/AMBULATORY MEDICAL SERVICES  
3 BETWEEN  
4 COUNTY OF ORANGE  
5 AND  
6 LAGUNA BEACH COMMUNITY CLINIC, INC.  
7 MARCH 1, 2012~~+~~ THROUGH FEBRUARY 28, 2013~~29, 2012~~

8  
9 | THIS AGREEMENT entered into this 1st day of March 2012~~+~~, which date is enumerated for  
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and  
11 LAGUNA BEACH COMMUNITY CLINIC, INC., a California nonprofit corporation  
12 (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency  
13 (ADMINISTRATOR).

14  
15 **W I T N E S S E T H:**

16  
17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
18 Human Immunodeficiency Virus (HIV) Outpatient/Ambulatory Medical Services described herein to the  
19 residents of Orange County; and

20 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and  
21 conditions hereinafter set forth:

22 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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**REFERENCED CONTRACT PROVISIONS**

**Term:** March 1, ~~2012~~ through February ~~28, 2013~~ ~~29, 2012~~

**Maximum Obligation:**      \$~~181,581~~      ~~241,581~~

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Actual Cost

**Notices to COUNTY and CONTRACTOR:**

**COUNTY:** County of Orange  
Health Care Agency  
Contract Development and Management  
405 West 5th Street, Suite 600  
Santa Ana, CA 92701-4637

**CONTRACTOR:** Laguna Beach Community Clinic, Inc.  
Attention: Tom Bent, M.D.  
362 Third Street  
Laguna Beach, CA 92651

**CONTRACTOR'S Insurance Coverages:**

<u>Coverage</u>	<u>Minimum Limits</u>
<del>Comprehensive Commercial</del> General Liability <del>with</del> <del>—broad form Property damage and</del> <del>—contractual liability</del>	\$1,000,000 <del>combined single limit</del> per occurrence \$2,000,000 <del>A</del> aggregate
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 <del>combined single limit</del> per occurrence <del>per occurrence</del>
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

## I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

A.	ARRA	American Recovery and Reinvestment Act
B.	ASRS	Alcohol and Drug Programs Reporting System
C.	CCC	California Civil Code
D.	CCR	California Code of Regulations
E.	CFR	Code of Federal Regulations
F.	CHPP	COUNTY HIPAA Policies and Procedures
G.	CHS	Correctional Health Services
H.	D/MC	Drug/Medi-Cal
I.	DMH	Department of Mental Health
J.	DPFS	Drug Program Fiscal Systems
K.	DRS	Designated Record Set
L.	HCA	Health Care Agency
M.	HHS	Health and Human Services
N.	HIPAA	Health Insurance Portability and Accountability Act
O.	HSC	California Health and Safety Code
P.	MHP	Mental Health Plan
Q.	OCJS	Orange County Jail System
R.	OCPD	Orange County Probation Department
S.	OCR	Office for Civil Rights
T.	OCSD	Orange County Sheriff's Department
U.	OIG	Office of Inspector General
V.	OMB	Office of Management and Budget
W.	OPM	Federal Office of Personnel Management
X.	PADSS	Payment Application Data Security Standard
Y.	PC	State of California Penal Code
Z.	PCI DSS	Payment Card Industry Data Security Standard
AA.	PHI	Protected Health Information
AB.	PII	Personally Identifiable Information
AC.	PRA	Public Record Act
AD.	USC	United States Code
AE.	WIC	State of California Welfare and Institutions Code

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## II. ALTERATION OF TERMS

This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both parties.

## III. ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

## IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of the relevant policies and procedures relating to ADMINISTRATOR's Compliance Program.

~~2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals").~~

2. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of HCA. Notwithstanding the above, this term does not include part-time or per diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own, provided CONTRACTOR's Compliance Program has been verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in subparagraphs A.4., A.5., A.6., and A.7. below.

4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy

1 of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty  
2 (30) calendar days of award of this Agreement.

3 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's  
4 Compliance Program ~~is accepted.~~ contains all required elements. CONTRACTOR shall take necessary  
5 action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's  
6 Compliance Program if the ADMINISTRATOR's Compliance Program does not contain all required  
7 elements.

8 6. Upon ~~approval of CONTRACTOR's Compliance Program by~~ written confirmation from  
9 ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program contains all  
10 required elements, CONTRACTOR shall ensure that ~~its employees, subcontractors, interns, volunteers,~~  
11 ~~and members of Board of Directors or duly authorized agents, if appropriate, ("all Covered Individuals")~~  
12 relative to this Agreement are made aware of CONTRACTOR's Compliance Program and related  
13 policies and procedures.

14 7. Failure of CONTRACTOR to submit its Compliance Program and relevant policies and  
15 procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty  
16 (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of  
17 this Agreement as to the non-complying party.

18 ~~— B. B. SANCTION SCREENING. CODE OF CONDUCT — ADMINISTRATOR has~~  
19 ~~developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.~~

20 ~~— 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of~~  
21 ~~ADMINISTRATOR's Code of Conduct.~~

22 ~~— 2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and~~  
23 ~~members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")~~  
24 ~~relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.~~

25 ~~— 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or~~  
26 ~~establish its own.~~

27 ~~— 4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its~~  
28 ~~Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.~~

29 ~~— 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of~~  
30 ~~Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be~~  
31 ~~asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.~~

32 ~~— 6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR,~~  
33 ~~CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of~~  
34 ~~Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this~~  
35 ~~Agreement are made aware of CONTRACTOR's Code of Conduct.~~

36 ~~— 7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then~~  
37 ~~CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that~~

~~CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.~~

~~8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

~~C. COVERED INDIVIDUALS~~ - CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible Persons,"<sup>22</sup> as defined hereunder. Screening shall be conducted against the General Services Administration's List of Parties Excluded from Federal Programs ~~and~~ the Health and Human Services/~~Office of Inspector General~~ OIG List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.

1. Ineligible Person shall be any individual or entity who:

- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

3. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually (January and July) to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately upon such disclosure.

5. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.



1 Such individual or entity shall be immediately removed from participating in any activity associated  
 2 with this ~~AGREEMENT.~~ Agreement. ADMINISTRATOR will determine ~~if any~~ appropriate repayment  
 3 ~~is necessary from~~ or sanction CONTRACTOR for services provided by ineligible person or individual.

4 7. CONTRACTOR shall promptly return any overpayments within in forty-five (45) days after  
 5 the overpayment is verified by the ADMINISTRATOR.

6 ~~C~~ ~~D. REIMBURSEMENT STANDARDS~~

7 ~~1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care~~  
 8 ~~claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner~~  
 9 ~~and are consistent with federal, state and county laws and regulations.~~

10 ~~2. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for~~  
 11 ~~payment or reimbursement of any kind.~~

12 ~~3. CONTRACTOR shall bill only for those eligible services actually rendered which are also~~  
 13 ~~fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes to~~  
 14 ~~accurately describe the services provided and to ensure compliance with all billing and documentation~~  
 15 ~~requirements.~~

16 ~~4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in~~  
 17 ~~coding of claims and billing, if and when, any such problems or errors are identified.~~

18 ~~E.~~ COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training  
 19 and Provider Compliance Training, where appropriate, available to Covered Individuals.

20 1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals;  
 21 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated  
 22 representative to complete all Compliance Trainings when offered.

23 2. Such training will be made available to Covered Individuals within thirty (30) calendar days  
 24 of employment or engagement.

25 3. Such training will be made available to each Covered Individual annually.

26 4. Each Covered Individual attending training shall certify, in writing, attendance at  
 27 compliance training. CONTRACTOR shall retain the certifications. Upon written request by  
 28 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

29 D. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence  
 30 by ADMINISTRATOR's employees and contract providers.

31 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of  
 32 ADMINISTRATOR's Code of Conduct.

33 2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are  
 34 made aware of ADMINISTRATOR's Code of Conduct.

35 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or  
 36 establish its own provided CONTRACTOR's Code of Conduct has been approved by  
 37 ADMINISTRATOR's Compliance Officer as described in subparagraphs D.4., D.5., D.6., D.7., and D.8.

1 below.

2 4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its  
3 Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

4 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of  
5 Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be  
6 asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.

7 6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR,  
8 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
9 CONTRACTOR's Code of Conduct.

10 7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then  
11 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that  
12 CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.

13 8. Failure of CONTRACTOR to timely submit the acknowledgement of  
14 ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure  
15 to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall  
16 constitute grounds for termination of this Agreement as to the non-complying party.

17 **E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS**

18 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care  
19 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner  
20 and are consistent with federal, state and county laws and regulations. This includes compliance with  
21 federal and state health care program regulations and procedures or instructions otherwise  
22 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their  
23 agents.

24 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims  
25 for payment or reimbursement of any kind.

26 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also  
27 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes  
28 which accurately describes the services provided and must ensure compliance with all billing and  
29 documentation requirements.

30 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in  
31 coding of claims and billing, if and when, any such problems or errors are identified.

32  
33 **V. CONFIDENTIALITY**

34 [rg8] A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any  
35 audio and/or video recordings, in accordance with all applicable federal, state and county codes and  
36 regulations, including 42 USC 290dd-2 (Confidentiality of Records), as they now exist or may hereafter  
37 be amended or changed.

1 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this  
2 Agreement are clients of the Orange County HIV services system, and therefore it may be necessary for  
3 authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding  
4 specific clients with COUNTY or other providers of related services contracting with COUNTY.

5 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written  
6 consents for the release of information from all persons served by CONTRACTOR pursuant to this  
7 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with ~~California Civil~~  
8 ~~Code~~CCC, Division 1, Part 2.6 relating to ~~C~~confidentiality of ~~Medical Information~~medical information.

9 3. In the event of a collaborative service agreement between HIV services providers,  
10 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,  
11 from the collaborative agency, for clients receiving services through the collaborative agreement.

12 B. Prior to providing any services pursuant to this Agreement, all CONTRACTOR members of the  
13 Board of Directors or its designee or authorized agent, employees, consultants, subcontractors,  
14 volunteers and interns shall agree, in writing, with CONTRACTOR to maintain the confidentiality of  
15 any and all information and records which may be obtained in the course of providing such services.  
16 The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations  
17 of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,  
18 consultants, subcontractors, volunteers and interns.

19  
20 **VI. COST REPORT**

21 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days  
22 following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance  
23 with all applicable federal, state and county requirements ~~and~~, generally accepted accounting principles  
24 ~~and the SPECIAL PROVISIONS (Article) of this Agreement.~~ CONTRACTOR shall allocate direct and  
25 indirect costs to and between programs, cost centers, services, and funding sources in accordance with  
26 such requirements and consistent with prudent business practice, which costs and allocations shall be  
27 supported by source documentation maintained by CONTRACTOR, and available at any time to  
28 ADMINISTRATOR upon reasonable notice.

29 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time  
30 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the  
31 following:

32 a. CONTRACTOR may be assessed a late penalty of ~~one~~five hundred dollars (~~\$1~~500) for  
33 each business day after the above specified due date that the accurate and complete Cost Report is not  
34 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The  
35 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by  
36 CONTRACTOR.

37 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR

1 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the Cost  
2 Report is delivered to ADMINISTRATOR.

3 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the  
4 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be  
5 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

6 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report  
7 within one hundred and eighty (180) calendar days following the termination of this Agreement, and  
8 CONTRACTOR has not entered into a subsequent or new agreement for any other services with  
9 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement  
10 shall be immediately reimbursed to COUNTY.

11 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR  
12 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR  
13 shall document that costs are reasonable and allowable and directly or indirectly related to the services to  
14 be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

15 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
16 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth  
17 ~~on Page 4~~ in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim  
18 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and county  
19 laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is  
20 subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by  
21 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar  
22 days of submission of the Cost Report or COUNTY may elect to reduce any amount owed  
23 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

24 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
25 this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim  
26 monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such  
27 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the  
28 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days  
29 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any  
30 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

31 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
32 this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim  
33 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided  
34 such payment does not exceed the Maximum Obligation of COUNTY.

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1 F. ~~The~~All Cost Reports shall contain the following attestation, which may be typed directly on or  
2 attached to the Cost Report:

3  
4 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
5 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
6 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
7 knowledge and belief, costs reimbursed through this Agreement are reasonable and  
8 allowable and directly or indirectly related to the services provided and that this Cost  
9 Report is a true, correct, and complete statement from the books and records of  
10 (provider name) in accordance with applicable instructions, except as noted. I also  
11 hereby certify that I have the authority to execute the accompanying Cost Report.

12  
13 Signed \_\_\_\_\_  
14 Name \_\_\_\_\_  
15 Title \_\_\_\_\_  
16 Date \_\_\_\_\_"

17 #

18 **VII. DELEGATION ASSIGNMENT, AND SUBCONTRACTS**

19 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
20 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR  
21 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are  
22 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as  
23 they relate to the service or activity under subcontract, and include any provisions that  
24 ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon  
25 five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of  
26 this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate  
27 or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.  
28 ~~CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written~~  
29 ~~consent of COUNTY~~ ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,  
30 amounts claimed for subcontracts not approved in accordance with this paragraph.

31 ~~— B. —~~ B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without  
32 the prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, any  
33 change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a  
34 change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2)  
35 month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted  
36 assignment or delegation in derogation of this paragraph shall be void. ~~ADMINISTRATOR may~~  
37 ~~disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not~~

1 ~~approved in accordance with this paragraph.~~

2 ~~C.~~ C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without  
 3 the prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations, any  
 4 change in the business structure, including but not limited to, the sale or transfer of more than ten  
 5 percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure,  
 6 including a change to a sole proprietorship, or a change in fifty percent (50%) or more of  
 7 CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any  
 8 attempted assignment or delegation in derogation of this paragraph shall be void.

### 9

## 10 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

11 | CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations  
 12 regarding the employment of aliens and others and to ensure that employees, subcontractors and  
 13 consultants performing work under this Agreement meet the citizenship or alien status requirement set  
 14 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
 15 subcontractors and consultants performing work hereunder, all verification and other documentation of  
 16 employment eligibility status required by federal or state statutes and regulations including, but not  
 17 limited to, the Immigration Reform and Control Act of 1986, 8 ~~U.S.C.~~ USC §1324 et seq., as they  
 18 currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such  
 19 documentation for all covered employees, subcontractors and consultants for the period prescribed by  
 20 the law.

21 #

## 22 **IX. EQUIPMENT**

23 | A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as  
 24 ~~moveable~~ all property of a ~~relatively permanent~~ Relatively Permanent nature with significant value,  
 25 purchased in whole or in part by Administrator to assist in performing the services described in this  
 26 Agreement. "Relatively Permanent" is defined as having a useful life of one year or longer. Equipment  
 27 which costs \$5,000 or over, including ~~sales taxes,~~ freight charges, ~~sales taxes,~~ and other taxes, and  
 28 installation costs are ~~considered Fixed~~ defined as Capital Assets. Equipment which ~~cost less than~~ costs  
 29 between \$600 and \$5,000, including ~~sales taxes,~~ freight charges, sales taxes and other taxes, and  
 30 installation costs are ~~considered Minor Equipment or~~ defined as Controlled Assets. Equipment.  
 31 Controlled Equipment includes, but is not limited to audio/visual equipment, computer equipment, and  
 32 lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this  
 33 Agreement shall be depreciated according to generally accepted accounting principles.

34 | B. CONTRACTOR shall obtain ~~Administrator's~~ ADMINISTRATOR's prior written approval to  
 35 purchase any Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment,  
 36 CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other  
 37 supporting documentation, which includes delivery date, unit price, tax, shipping, and serial numbers;

1 ~~ete.~~ CONTRACTOR shall request an applicable asset tag ~~(Fixed or Controlled)~~ for said Equipment and  
2 shall include each purchased asset in an Equipment inventory.

3 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY  
4 the cost of ~~specified items of the approved~~ Equipment ~~(Fixed or Controlled Assets)~~ purchased by  
5 CONTRACTOR. To "expense," in relation to Equipment, means to charge the ~~full~~ proportionate cost of  
6 Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with  
7 COUNTY ~~and the Equipment shall be deemed to be "Loaned Equipment" while in the possession of~~  
8 ~~CONTRACTOR.~~

9 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part  
10 with funds paid through this Agreement, including date of purchase, purchase price, serial number,  
11 model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and  
12 shall include the original purchase date and price, useful life, and balance of depreciated Equipment  
13 cost, if any.

14 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical  
15 inventories of ~~Loaned~~ all Equipment. ~~EQUIPMENT shall be tagged with a COUNTY issued tag.~~ Upon  
16 demand by ADMINISTRATOR, CONTRACTOR shall return any or all ~~Loaned~~ Equipment to  
17 COUNTY.

18 F. CONTRACTOR must report any loss or theft of ~~Loaned~~ Equipment in accordance with the  
19 procedure approved by ADMINISTRATOR and the Notices paragraph of this Agreement. In addition,  
20 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of  
21 ~~Loaned~~ Equipment are moved from one location to another or returned to COUNTY as surplus.

22 G. Unless this Agreement is followed without interruption by another agreement between the  
23 parties for substantially the same type and scope of services, at the termination of this Agreement for any  
24 cause, CONTRACTOR shall return to COUNTY all ~~Loaned~~ Equipment purchased with funds paid  
25 through this Agreement.

26 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the  
27 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

## 28 **X. FACILITIES, PAYMENTS AND SERVICES**

29  
30 CONTRACTOR agrees to provide the services, staffing, facilities, ~~any equipment~~ and supplies, ~~and~~  
31 ~~reports~~ in accordance with Exhibit A to this Agreement. COUNTY shall compensate, and authorize,  
32 when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this  
33 Agreement with at least the minimum number and type of staff which meet applicable federal and state  
34 requirements, and which are necessary for the provision of the services hereunder.

35 #

## **XI. INDEMNIFICATION AND INSURANCE**

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (~~“(COUNTY INDEMNITEES”)~~) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement a policy, or policies, of insurance covering its operations as specified ~~on Page 4~~ in the Referenced Contract Provisions of this Agreement.

C. All insurance policies except Workers' Compensation, Employer's Liability, and Professional Liability shall contain the following clauses:

1. "The County of Orange is included as an additional insured with respect to the operations of the named insured performed under contract with the County of Orange."

2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess of, and not contribute with, insurance provided by this policy."

3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30) calendar days written notice has been given to Orange County HCA/Contract Development and Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."

D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be mailed to COUNTY as referenced ~~on Page 4~~ in the Referenced Contract Provisions of this Agreement.

E. All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

F. Unless waived by ADMINISTRATOR, the policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

## **XII. INSPECTIONS AND AUDITS**

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly



1 | pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an  
 2 | audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth  
 3 | in the Records Management and Maintenance paragraph of this Agreement. Such persons may at all  
 4 | reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the  
 5 | premises in which they are provided.

6 | B. CONTRACTOR shall actively participate and cooperate with any person specified in  
 7 | subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
 8 | Agreement, and shall provide the above-mentioned persons adequate office space to conduct such  
 9 | evaluation or monitoring.

10 | C. AUDIT RESPONSE

11 | 1. Following an audit report, in the event of non-compliance with applicable laws and  
 12 | regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement  
 13 | as provided for in the Termination paragraph or direct CONTRACTOR to immediately implement  
 14 | appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in  
 15 | writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

16 | 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement  
 17 | by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said  
 18 | funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of  
 19 | the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement  
 20 | is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies  
 21 | provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the  
 22 | reimbursement due COUNTY.

23 | D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare and file  
 24 | with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures  
 25 | during the term of this Agreement.

26 | E. CONTRACTOR shall employ a licensed certified public accountant, who will prepare an  
 27 | annual Single Audit as required by OMB 133. CONTRACTOR shall forward the Single Audit to  
 28 | ADMINISTRATOR within fourteen (14) calendar days of receipt.

29 | ~~E~~F. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within  
 30 | fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,  
 31 | financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the  
 32 | cost of such operation or audit is reimbursed in whole or in part through this Agreement.

33 | #

34 | **XIII. LICENSES AND LAWS**

35 | A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
 36 | of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers, and  
 37 | exemptions necessary for the provision of services hereunder and required by the laws and regulations of

1 the United States, the State of California, COUNTY, and any other applicable governmental agencies.  
 2 CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or  
 3 maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates,  
 4 waivers and exemptions. Said inability shall be cause for termination of this Agreement.

5 B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and  
 6 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and  
 7 requirements shall include, but not be limited to, the following:

8 ~~1. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS~~  
 9 ~~Treatment Modernization Act of 2009.~~

10 ~~2. Federal Single Audit Act of 1984 (31 U.S.C.A. USC. 7501.70).~~

11 ~~3. Health Insurance Portability and Accountability Act (2. HIPAA) Privacy Rule, as it~~  
 12 ~~may exist now, or be hereafter amended, and if applicable.~~

13 ~~4. The American Recovery & Reinvestment Act (ARRA) of 2009.~~

14 ~~5. The 3. 42 USC. 12101 et seq., the Americans with Disabilities Act of 1990 (42~~  
 15 ~~U.S.C.A. 12101 et seq.).~~

16 ~~6. AIDS Housing Opportunity Act (42 U.S.C.A. 12901 et seq.).~~

17 ~~7. Title 24, Subtitle B, Chapter 5, Subchapter C, CFR Part 574, Housing Opportunities for~~  
 18 ~~Persons with AIDS.~~

19 ~~8. 24 CFR Parts 42 and 570.606.~~

20 ~~9. 25 CFR Part 85, Common Rule to the Community Development Block Grant Entitlement~~  
 21 ~~Program.~~

22 ~~10. 42 CFR, Public Health.~~

23 ~~11. Public Law 103-227, Pro Children Act of 1994.~~

24 ~~12. State of California Penal Code Section 11164, et seq., Child Abuse and Neglect Reporting.~~

25 ~~13. State of California Welfare and Institutions Code Section~~

26 ~~4. WIC §15600, et seq., Abuse of the Elderly and Dependent Adults.~~

27 ~~14. 5. 45 CFR Part 76, Drug Free Work Place.~~

28 ~~15. California Code of Regulations~~

29 ~~6. CCR, Title 22.~~

30 ~~16. U.S. Department of Health and Human Services, Public Health Service, PHS Grant~~  
 31 ~~Policy Statement.~~

32 ~~17. Office of Management and Budget (~~

33 ~~8. OMB) Circulars A-87, A-89, A-110, A-122 and A-133.~~

34 ~~9. ARRA of 2009.~~

35 #

36 ~~10. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS~~  
 37 ~~Treatment Extension Act of 2009.~~

1 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

2 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days  
3 of the award of this Agreement:

4 a. In the case of an individual contractor, his/her name, date of birth, social security  
5 number, and residence address;

6 b. In the case of a contractor doing business in a form other than as an individual, the  
7 name, date of birth, social security number, and residence address of each individual who owns an  
8 interest of ten percent (10%) or more in the contracting entity;

9 c. A certification that CONTRACTOR has fully complied with all applicable federal and  
10 state reporting requirements regarding its employees;

11 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage  
12 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply;

13 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by  
14 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting  
15 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings  
16 Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and  
17 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute  
18 grounds for termination of this Agreement.

19 3. It is expressly understood that this data will be transmitted to governmental agencies  
20 charged with the establishment of child support orders, or as permitted by federal and/or state statute.

21  
22 **XIV. LITERATURE AND ADVERTISEMENTS**

23 A. Any written information or literature, including educational or promotional materials, distributed  
24 by CONTRACTOR to any person or organization for purposes directly or indirectly related to this  
25 Agreement must be approved in advance and in writing by ADMINISTRATOR before distribution. For  
26 the purposes of this Agreement, distribution of written materials shall include, but not be limited to,  
27 pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

28 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
29 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
30 Agreement must be approved in advance and in writing by ADMINISTRATOR.

31 C. Any literature, including educational and promotional materials, distributed by CONTRACTOR  
32 for purposes directly related to this Agreement shall indicate that CONTRACTOR's services are  
33 supported by federal, state and county funds, as appropriate. —For the purposes of this Agreement,  
34 distribution of such literature shall include written materials as well as electronic media such as the  
35 Internet.

1 **XV. MAXIMUM OBLIGATION**

2 | A. The Maximum Obligation of COUNTY for services provided in accordance with this  
3 Agreement is as specified ~~on Page 4~~ in the Referenced Contract Provisions in the Referenced Contract  
4 Provisions of this Agreement.

5 B. ADMINISTRATOR may ~~increase~~ amend the Maximum Obligation by an amount not to exceed  
6 ten percent (10%), or decrease the Maximum Obligation in accordance with ~~the Budget~~  
7 ~~paragraph~~ Subparagraph II.E. of Exhibit A to this Agreement.

8 #

9 **XVI. NONDISCRIMINATION**

10 | A. EMPLOYMENT

11 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully  
12 discriminate against any employee or applicant for employment because of his/her ethnic group  
13 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over),  
14 sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall warrant  
15 that the evaluation and treatment of employees and applicants for employment are free from  
16 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment  
17 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,  
18 including apprenticeship. There shall be posted in conspicuous places, available to employees and  
19 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal  
20 Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

21 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
22 shall state that all qualified applicants will receive consideration for employment without regard to  
23 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age  
24 (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement  
25 shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

26 3. Each labor union or representative of workers with which CONTRACTOR has a collective  
27 bargaining agreement or other contract or understanding must post a notice advising the labor union or  
28 workers' representative of the commitments under this Nondiscrimination paragraph and shall post  
29 copies of the notice in conspicuous places available to employees and applicants for employment.

30 B. SERVICES, BENEFITS AND FACILITIES - CONTRACTOR shall not discriminate in the  
31 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of  
32 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age  
33 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with  
34 Title VI of the Civil Rights Act of 1964 (42 ~~U.S.C.A.~~ USC §2000d) and all other pertinent rules and  
35 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all  
36 may now exist or be hereafter amended or changed.

37 //

1 1. For the purpose of this subparagraph B., "~~Discrimination~~" includes, but is not limited to  
2 the following based on one or more of the factors identified above:

- 3 a. Denying a client or potential client any service, benefit, or accommodation.  
4 b. Providing any service or benefit to a client which is different or is provided in a  
5 different manner or at a different time from that provided to other clients.  
6 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed  
7 by others receiving any service or benefit.  
8 d. Treating a client differently from others in satisfying any admission requirement or  
9 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
10 any service or benefit.  
11 e. Assignment of times or places for the provision of services.

12 2. Complaint Process - CONTRACTOR shall establish procedures for advising all clients  
13 through a written statement that CONTRACTOR's clients may file all complaints alleging  
14 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the  
15 U.S. Department of Health and Human Services' ~~Office for Civil Rights~~ OCR. CONTRACTOR's  
16 statement shall advise clients of the following:

17 a. In those cases where the client's complaint is filed initially with the ~~Office for Civil~~  
18 ~~Rights (Office)~~ OCR, the Office OCR may proceed to investigate the client's complaint, or the Office  
19 OCR may request COUNTY to conduct the investigation.

20 b. Within the time limits procedurally imposed, the complainant shall be notified in  
21 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file  
22 an appeal with the ~~Office for Civil Rights~~ OCR.

23 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of  
24 ~~Section~~ §504 of the Rehabilitation Act of 1973 (29 ~~U.S.C.A.~~ USC 794 et seq., as implemented in 45  
25 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 ~~U.S.C.A.~~ USC 12101 et seq.),  
26 pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs  
27 or activities, as they exist now or may be hereafter amended together with succeeding legislation.

28 D. RETALIATION - Neither CONTRACTOR, nor its employees or agents shall intimidate, coerce  
29 or take adverse action against any person for the purpose of interfering with rights secured by federal or  
30 state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in  
31 an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by  
32 federal or state law.

33 E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state  
34 law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR  
35 may be declared ineligible for further contracts involving federal, state or county funds.  
36  
37

**XVII. NOTICES**

1  
2 | A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
3 authorized or required by this Agreement shall be effective:

4 | 1. When written and deposited in the United States mail, first class postage prepaid and  
5 addressed as specified ~~on Page 4~~ in the Referenced Contract Provisions of this Agreement or as  
6 otherwise directed by ADMINISTRATOR;

7 | 2. When faxed, transmission confirmed;

8 | 3. When sent by ~~electronic mail~~ Email; or

9 | 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
10 Service, or other expedited delivery service.

11 | B. Termination Notices shall be addressed as specified ~~on Page 4~~ in the Referenced Contract  
12 Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective  
13 when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal  
14 Express, United Parcel Service, or other expedited delivery service.

15 | C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of  
16 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such  
17 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or  
18 damage to any COUNTY property in possession of CONTRACTOR.

19 | ~~— D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by~~  
20 ~~ADMINISTRATOR.~~

21 | ~~— E~~ D. In the event of a death, notification shall be made in accordance with the Notification of  
22 Death paragraph of this Agreement.

**XVIII. NOTIFICATION OF DEATH****A. NON-TERMINAL ILLNESS DEATH**

25 | 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon  
26 becoming aware of the death due to non-terminal illness of any person served hereunder; provided,  
27 however, weekends and holidays shall not be included for purposes of computing the time within which  
28 to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given  
29 during normal business hours.  
30

31 | 2. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver  
32 or fax, a written Notification of Non-Terminal Illness Death to ADMINISTRATOR.

33 | 3. The telephone report and written Notification of Non-Terminal Illness Death shall contain  
34 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the  
35 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

36 | //

**B. TERMINAL ILLNESS DEATH**

1           1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered,  
2 or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of  
3 any person served hereunder. The Notification of Terminal Illness Death shall contain the name of the  
4 deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of  
5 CONTRACTOR's officers or employees with knowledge of the incident.

6           2. If there are any questions regarding the cause of death of any person served hereunder who  
7 was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death,  
8 CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with subparagraph A.  
9 above.

## 10                           **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

11           A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in  
12 whole or part by the COUNTY, except for those events or meetings that are intended solely to serve  
13 clients or occur in the normal course of business.

14           B. CONTRACTOR shall notify ADMINISTRATOR at least ~~ten (10)~~ thirty (30) business days in  
15 advance of any applicable public event or meeting. The notification must include the date, time,  
16 duration, location and purpose of public event or meeting. Any promotional materials or event related  
17 flyers must be approved by ADMINISTRATOR prior to distribution.  
18

## 19                           **XX. RECORDS MANAGEMENT AND MAINTENANCE**

20           A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
21 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in  
22 accordance with this Agreement and all applicable requirements, which include, but are not limited to:  
23

24           1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),  
25 75055(a), 75343(a), and 77143(a).

26           2. State of California, Department of ~~Alcohol and Drug Programs Reporting System~~  
27 ~~(ASRS)~~ ASRS manual.

28           3. State of California, ~~Department of Alcohol and Drug Programs Fiscal System (DPFS)~~  
29 manual.

30           4. State of California, Health and Safety Code §123145.

31           5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

32           B. CONTRACTOR shall implement and maintain administrative, technical and physical  
33 safeguards to ensure the privacy of ~~protected health information (PHI)~~ and prevent the intentional or  
34 unintentional use or disclosure of PHI in violation of the ~~Health Insurance Portability and Accountability~~  
35 ~~Act of 1996 (HIPAA)~~, federal and state regulations and/or ~~COUNTY HIPAA Policies (see COUNTY~~  
36 ~~HIPAA P&P 1-2)~~, CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful  
37 effect of any use or disclosure of ~~protected health information~~ PHI made in violation of federal or state

1 regulations and/or COUNTY policies.

2 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure  
3 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish  
4 and implement written record management procedures.

5 D. CONTRACTOR shall ensure appropriate financial records related to cost reporting,  
6 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

7 E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,  
8 preparation, and confidentiality of records related to participant, client and/or patient records are met at  
9 all times.

10 F. CONTRACTOR shall ~~be informed through this Agreement that HIPAA has broadened the~~  
11 ~~definition of medical records and identified this new record set as a Designated Record Set (DRS).~~  
12 ~~CONTRACTOR shall~~ ensure all HIPAA (DRS) requirements are met. HIPAA requires that clients,  
13 participants and/or patients be provided the right to access or receive a copy of their DRS and/or request  
14 addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or  
15 for a covered entity that is:

16 1. The medical records and billing records about individuals maintained by or for a covered  
17 health care provider;

18 2. The enrollment, payment, claims adjudication, and case or medical management record  
19 systems maintained by or for a health plan; or

20 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

21 G. CONTRACTOR may retain participant, client, and/or patient documentation electronically in  
22 accordance with the terms of this Agreement and common business practices. If documentation is  
23 retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

24 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or  
25 site visit.

26 2. Provide auditor or other authorized individuals access to documents via a computer  
27 terminal.

28 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
29 requested.

30 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
31 security of ~~personally identifiable information (hereinafter "PII")~~ and/or ~~protected health information~~  
32 ~~(hereinafter "PHI").~~ CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or  
33 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone  
34 and email or facsimile.

35 HI. CONTRACTOR may be required to pay any costs associated with a breach of privacy and/or  
36 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall  
37 pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.



~~I. CONTRACTOR shall retain all financial records for a minimum of five (5) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.~~

J. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

~~K. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.~~

L. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

N. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

O. CONTRACTOR shall notify ADMINISTRATOR of any ~~Public Record Act (PRA) request requests related to, or arising out of this Agreement~~ within ~~twenty four (24)~~ forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

#

## **XXI. REVENUE**

A. FEES - CONTRACTOR shall charge a fee to clients to whom services are provided pursuant to this Agreement, their estates and responsible relatives, in accordance with the fee system designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services, but it shall not exceed the actual cost of services provided. No person shall be denied services because of an inability to pay.

B. THIRD-PARTY REVENUE - CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served hereunder may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

C. PROCEDURES - CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

D. OTHER REVENUES - CONTRACTOR shall charge for services, supplies, or facility use by

1 persons other than individuals or groups eligible for services pursuant to this Agreement.

2 //

### 3 **XXII. SEVERABILITY**

4 If a court of competent jurisdiction declares any provision of this Agreement or application thereof  
5 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any  
6 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or  
7 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain  
8 in full force and effect, and to that extent the provisions of this Agreement are severable.

### 9 **XXIII. SPECIAL PROVISIONS**

10  
11 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following  
12 purposes:

13 1. Purchasing or improving land, including constructing or permanently improving any  
14 building or facility, except for tenant improvements.

15 2. Providing inpatient hospital services or purchasing major medical equipment.

16 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal  
17 funds (matching).

18 4. Making cash payments to intended recipients of services through this Agreement.

19 5. Contracting or subcontracting with any entity other than an individual or nonprofit entity,  
20 unless no non-profit is able and willing to provide such services.

21 6. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
22 and reports in compliance with this requirement pursuant to Title 31, ~~U.S.C.A., Section~~ USC, §1352  
23 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial  
24 transactions).

25 7. Supplanting current funding for existing services.

26 8. Fundraising.

27 9. Payment of home mortgages; direct maintenance expense (tires, repairs, etc.) of a privately  
28 owned vehicle or any other cost associated with a vehicle, such as lease or loan payments, insurance, or  
29 license and registration fees; payment of local or state personal property taxes (for residential property,  
30 private automobiles, or any other personal property against which taxes may levied). This restriction  
31 does not apply to vehicles operated by organizations for program purposes.

32 10. To meet professional licensure or program licensure requirements.

33 11. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
34 CONTRACTOR's staff, volunteers, or members of the Board of Directors.

35 12. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
36 subcontractors, or members of the Board of Directors or its designee or authorized agent, or making  
37 salary advances or giving bonuses to CONTRACTOR's staff.

1 13. Reimbursement of CONTRACTOR’s members of the Board of Directors for expenses or  
2 services.

3 14. Paying an individual salary or compensation for services at a rate in excess of the ~~salary~~  
4 ~~schedule specified by ADMINISTRATOR per~~ current Level I of the Executive Salary Schedule as  
5 published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.

6 ~~15. Agreement’s funding source~~ Severance pay for separating employees.

7 16. Paying rent and/or lease costs for a facility prior to the facility meeting all required building  
8 codes and obtaining all necessary building permits for any associated construction.

9 B. Unless otherwise specified in writing by ADMINISTRATOR, CONTRACTOR shall not use the  
10 funds provided by means of this Agreement for the following purposes:

11 1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
12 CONTRACTOR’s clients.

13 2. Funding travel or training (excluding mileage or parking) not approved by  
14 ADMINISTRATOR.

15 3. Making phone calls outside of the local area unless documented to be directly for the  
16 purpose of client care.

17 4. Payment for grant writing, consultants, certified public accounting, or legal services not  
18 approved in advance by ADMINISTRATOR.

19 5. Purchase of artwork or other items that are for decorative purposes and do not directly  
20 contribute to the quality of services to be provided pursuant to this Agreement.

21 C. To the greatest extent practicable, all equipment and products purchased with funds made  
22 available through this Agreement should be American-made.

23 #

24 **XXIV. STATUS OF CONTRACTOR**

25 | CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
26 wholly responsible for the manner in which it performs the services required of it by the terms of this  
27 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
28 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the  
29 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
30 or any of CONTRACTOR’s employees, agents, consultants, or subcontractors. CONTRACTOR  
31 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or  
32 subcontractors as they relate to the services to be provided during the course and scope of their  
33 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be  
34 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to  
35 be COUNTY employees.

36 //

37 //

**XXV. TERM**

The term of this Agreement shall commence and terminate as specified on Page 4 in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

**XXVI. TERMINATION**

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this Agreement.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

**D. CONTINGENT FUNDING**

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
  - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

//

1           2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
 2 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given  
 3 CONTRACTOR.

4           E. In the event this Agreement is suspended or terminated prior to the completion of the term as  
 5 specified ~~on Page 4~~ in the Referenced Contract Provisions of ~~the~~ is Agreement, ADMINISTRATOR may,  
 6 at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with  
 7 the reduced term of the Agreement.

8           F. In the event this Agreement is terminated by either party, after receiving a Notice of  
 9 Termination CONTRACTOR shall do the following:

10           1. Comply with termination instructions provided by ADMINISTRATOR in a manner which  
 11 is consistent with recognized standards of quality care and prudent business practice.

12           2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract  
 13 performance during the remaining contract term.

14 ~~3.~~ 3. Until the date of termination, continue to provide the same level of service required  
 15 by this Agreement.

16 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
 17 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an  
 18 orderly transfer.

19 45. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with  
 20 ~~their~~ client's best interests.

21 56. If records are to be transferred to COUNTY, pack and label such records in accordance with  
 22 directions provided by ADMINISTRATOR.

23 67. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and  
 24 supplies purchased with funds provided by COUNTY.

25 78. To the extent services are terminated, cancel outstanding commitments covering the  
 26 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding  
 27 commitments which relate to personal services. With respect to these canceled commitments,  
 28 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
 29 arising out of such cancellation of commitment which shall be subject to written approval of  
 30 ADMINISTRATOR.

31 ~~8. Provide written notice of termination of services to each client being served under this~~  
 32 ~~Agreement, within fifteen (15) calendar days of receipt of Termination Notice by ADMINISTRATOR.~~  
 33 ~~A copy of the notice of termination of services to each client must also be provided to~~  
 34 ~~ADMINISTRATOR within the fifteen (15) calendar day period.~~

35           G. The rights and remedies of COUNTY provided in this Termination paragraph shall not be  
 36 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

37

**XXVII. THIRD PARTY BENEFICIARY**

Neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services hereunder.

//

**XXVIII. WAIVER OF DEFAULT OR BREACH**

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,  
2 State of California.

3 LAGUNA BEACH COMMUNITY CLINIC, INC.

4  
5 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
6

7 TITLE: \_\_\_\_\_  
8  
9

10  
11 COUNTY OF ORANGE

12  
13 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

14 HEALTH CARE AGENCY

15  
16 ~~CHAIR OF THE BOARD OF SUPERVISORS~~

17 ~~SIGNED AND CERTIFIED THAT A COPY~~  
18 ~~OF THIS DOCUMENT HAS BEEN DELIVERED~~  
19 ~~TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535~~  
20 ~~ATTEST:~~

21 \_\_\_\_\_ DATED: \_\_\_\_\_

22 ~~DARLENE J. BLOOM~~  
23 ~~Clerk of the Board of Supervisors~~  
24 ~~Orange County, California~~  
25

26 APPROVED AS TO FORM  
27 OFFICE OF THE COUNTY COUNSEL  
28 ORANGE COUNTY, CALIFORNIA  
29

30  
31 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

32 DEPUTY  
33  
34

35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
37 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her  
signature alone is required by HCA.

EXHIBIT A  
 TO AGREEMENT FOR PROVISION OF  
 HIV OUTPATIENT/AMBULATORY MEDICAL SERVICES WITH  
 LAGUNA BEACH COMMUNITY CLINIC, INC.  
 MARCH 1, 2012~~+~~ THROUGH FEBRUARY 28, 2013~~29, 2012~~

**I. ASSURANCES**

In accordance with funding requirements under Title XXVI of the Public Health Services Act amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White Act), CONTRACTOR assures that it will:

A. Assure that contract funds are used as payer of last resort. CONTRACTOR shall not use contract funds to make payments for any item or service to the extent that payment for that item or service has already been made, or can reasonably be expected to be made:

1. Under any state compensation program, under an insurance policy, or under any federal or state health benefits program;
2. By an entity that provides health services on a prepaid basis; or
3. By third party reimbursement.

B. Provide, to the maximum extent practicable, HIV-related health care and support services without regard to the ability of the individual to pay for such services and without regard to the current or past health condition of the individual with HIV disease.

C. Provide services in a setting that is accessible to low-income individuals with HIV disease.

D. Permit and cooperate with any official federal or state investigation undertaken regarding programs conducted under the Ryan White Act.

E. Comply with the funding requirements regarding charges for services:

1. In the case of individuals with an income less than or equal to one hundred percent (100%) of the official federal poverty level, CONTRACTOR shall not impose charges on any such individual for the provision of services under this Agreement.

2. In the case of individuals with an income greater than one hundred percent (100%) of the official federal poverty level, CONTRACTOR may charge client fees based on a schedule of charges approved by the ADMINISTRATOR. CONTRACTOR may not charge client fees without an approved fee schedule that complies with Ryan White Act legislative intent.

3. In the case of individuals with an income greater than one hundred percent (100%) of the official federal poverty level and not exceeding two hundred percent (200%) of such poverty level, CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding five percent (5%) of the annual gross income of the individual involved.

4. In the case of individuals with an income greater than two hundred percent (200%) of the official federal poverty level and not exceeding three hundred percent (300%) of such poverty level,



1 CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding seven percent  
2 (7%) of the annual gross income of the individual involved.

3 5. In the case of individuals with an income greater than three hundred percent (300%) of the  
4 official federal poverty level, CONTRACTOR shall not, for any calendar year, impose charges in an  
5 amount exceeding ten percent (10%) of the annual gross income of the individual involved.

## 7 II. BUDGET

8 A. The following Budget is set forth for informational purposes only, and may be adjusted by  
9 mutual agreement, in writing, ~~of~~by CONTRACTOR and ADMINISTRATOR.

### 10 Outpatient/Ambulatory Medical Services

#### 11 ADMINISTRATIVE COSTS

12	Salaries	\$	0	
13	Benefits		0	
14	<del>Operating Expenses</del>			
15	<del>Travel</del>			0
16	<del>Equipment</del>			0
17	<del>Services and Supplies</del>		0	
18	<del>Facilities</del>		0	
19	<del>Operations</del>		0	
20	<del>Subcontracts</del>		0	0
21	<del>Communications</del>			
22	<del>Professional Services</del>			0
23	<u>SUBTOTAL ADMINISTRATIVE</u>	\$	0	

#### 24 PROGRAM DIRECT CARE COSTS

25	Salaries		\$215,561	
26	Benefits		26,020	
27	<del>Services and Supplies</del>		0	
28	<del>Operating Expenses</del>			
29	<del>Travel</del>			0
30	<del>Subcontracts</del>		0	0
31	<del>Equipment</del>			
32	<del>SUBTOTAL PROGRAM</del>		\$241,581	0
33	<del>Facilities and Operations</del>			
34	<del>Communications</del>			0
35	<del>TOTAL GROSS COST</del>		\$241,581	0
36	<del>Professional Services</del>			
37	<u>SUBTOTAL</u>			\$241,581

#### 38 REVENUE (ESTIMATED)

39	<u>Low Income Health Program</u>	\$	60,000	
40	<u>TOTAL NET COST COSTS</u>		\$181,581	241,581

41 TOTAL MAXIMUM OBLIGATION \$181,581

1 B. CONTRACTOR may request to shift funds between budgeted line items for the purpose of  
 2 meeting specific program needs by utilizing a Budget/Staffing Modification Request form provided by  
 3 ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification  
 4 Request to ADMINISTRATOR for consideration, in advance, which will include a justification  
 5 narrative specifying the purpose of the request, the amount of said funds to be shifted and the sustaining  
 6 annual impact of the shift as may be applicable to the current contract period and/or future contract  
 7 periods. CONTRACTOR shall obtain written approval of any Budget Staffing Modification Request(s)  
 8 from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to  
 9 obtain written approval from ADMINISTRATOR for proposed Budget/Staffing Modification Request(s)  
 10 may result in disallowance of those costs.

11 C. CONTRACTOR's administrative costs cannot exceed ten percent (10%) of total costs for each  
 12 service. Overhead expenses (e.g., rent, utilities, repair and maintenance) are considered administrative  
 13 costs.

14 ~~D. B. CONTRACTOR shall submit a budget revision request form to ADMINISTRATOR to~~  
 15 ~~request budget changes hereafter. The budget revision request shall be on a form approved by or~~  
 16 ~~provided by ADMINISTRATOR.~~

17 ~~C.~~ E. CONTRACTOR's cumulative total costs shall be evaluated monthly and compared to the  
 18 ~~target~~ target percent of expected contracted costs at that point in the contract period. If CONTRACTOR's  
 19 actual costs deviate ten percent (10%), either above or below the target, ADMINISTRATOR may  
 20 request a written justification and a corrective action plan or request for budget revision.

21 E. In the event CONTRACTOR's costs are ten percent (10%) or more below the ~~target~~ target percent of  
 22 expected contracted costs; and CONTRACTOR's plan is not acceptable to ADMINISTRATOR, or  
 23 CONTRACTOR fails to submit a plan within the time period specified by ADMINISTRATOR,  
 24 ADMINISTRATOR may reduce the Maximum Obligation for the Period as set forth ~~on Page 4~~ in the  
 25 Referenced Contract Provisions of this Agreement. ADMINISTRATOR shall notify CONTRACTOR in  
 26 writing of such reduction.

#### 27 ~~D~~ F. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION

28 1. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number(s) and  
 29 associated information for federal funds paid through this Agreement are specified below:

30 ~~CFDA Year: 2010~~

31  
 32 CFDA Year: 2011

33 CFDA#:- No.: 93.914

34 Program Title:- HIV Emergency Relief Project Grants (B)

35 Federal Agency:- Department of Health and Human Services

36 Award Name:- AIDS Early Intervention Program (indirect)

37 Amount:- \$181,581 ~~\$241,581~~ (estimated)

1  
2           2. CONTRACTOR may be required to have an audit conducted in accordance with federal  
3 OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal  
4 audit requirements within the reporting period specified by OMB Circular Number A-133.

5           3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify  
6 CONTRACTOR in writing of said revisions.

7 //

### 8                           **III. CLIENT GRIEVANCE REVIEW AND RESOLUTION POLICY**

9           A. CONTRACTOR shall adhere to the Client Grievance Review and Resolution Policy established  
10 by ADMINISTRATOR.

11           B. CONTRACTOR shall establish and maintain a Client Grievance Resolution Policy and  
12 document that each client to whom services are provided under the terms of this Agreement are given  
13 information on the grievance process. CONTRACTOR's policy shall allow for the client to appeal  
14 CONTRACTOR's decision to ADMINISTRATOR, for review if the client is unsatisfied with  
15 CONTRACTOR's final decision related to a grievance. CONTRACTOR shall submit a copy of its  
16 Client Grievance Resolution Policy to ADMINISTRATOR within thirty (30) calendar days of the  
17 effective date of this Agreement and within fifteen (15) calendar days of the adoption by  
18 CONTRACTOR of any revisions to the policy. CONTRACTOR's Client Grievance Resolution Policy  
19 is subject to approval by ADMINISTRATOR for the purpose of maintaining consistency with  
20 established standards and policies.

21 #

### 22                           **IV. GENERAL STAFFING REQUIREMENTS**

23           A. CONTRACTOR shall establish a written Code of Conduct for employees, subcontractors,  
24 volunteers, interns, and members of the Board of Directors, which shall include, but not be limited to,  
25 standards related to the use of drugs and/or alcohol; staff-client relationships; prohibition of sexual  
26 contact with clients; and conflict of interest. Prior to providing any services pursuant to this Agreement,  
27 all members of the Board of Directors, employees, subcontractors, volunteers, and interns of  
28 CONTRACTOR shall agree in writing to maintain the standards set forth in the Code of Conduct.

29           B. CONTRACTOR shall adhere to staffing and licensure requirements as indicated in Standards of  
30 Care approved by ADMINISTRATOR.

31           C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within three (3) business days, of  
32 any staffing changes that occur during the term of this Agreement.

### 34                           **V. PAYMENTS**

35           A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs  
36 of providing the services described hereunder, less revenues which are actually received by  
37 CONTRACTOR; provided, however, that CONTRACTOR's costs are allowable pursuant to county,

1 state, and federal regulations.

2 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual  
3 cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that  
4 the total of such payments shall not exceed the COUNTY’s Maximum Obligation. CONTRACTOR’s  
5 billings shall be on a form approved or provided by ADMINISTRATOR and shall provide such  
6 information as is required by ADMINISTRATOR. Billings are due by the twentieth (20th) calendar day  
7 of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-  
8 one (21) calendar days after receipt of the correctly completed billing form.

9 C. Monthly payments are interim payments only, and subject to Final Settlement in accordance  
10 with the Cost Report paragraph of this Agreement.

11 D. All billings to COUNTY shall be supported, at CONTRACTOR’s facility, by source  
12 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,  
13 canceled checks, receipts, receiving records, and records of services provided.

14 1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure and  
15 Revenue Report, which includes a Units of Service report, on a form approved or provided by  
16 ADMINISTRATOR.

17 2. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the total  
18 amount of payments exceed the actual costs of providing services, ADMINISTRATOR may reduce  
19 COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the  
20 payments to CONTRACTOR and the actual costs incurred by CONTRACTOR.

21 E. At ADMINISTRATOR’s sole discretion, ADMINISTRATOR may withhold or delay any  
22 payment, either in whole or in part, if CONTRACTOR fails to comply with any provision of this  
23 Agreement, including, but not limited to, CONTRACTOR’s obligations with respect to reporting,  
24 correcting deficiencies, or delays in progressing satisfactorily in achieving all the terms of this  
25 Agreement. CONTRACTOR agrees that release of any payment withheld or delayed by  
26 ADMINISTRATOR shall be contingent upon satisfactory implementation and timeliness of  
27 CONTRACTOR’s corrective action; provided, however, that any issue not satisfactorily resolved after  
28 sixty (60) calendar days may result in CONTRACTOR’s loss of such withheld or delayed funds.

29 F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration  
30 and/or termination of this Agreement, except as may otherwise be provided under this Agreement, or  
31 specifically agreed upon in a subsequent Agreement.

## 32 VI. REPORTS

33 A. CONTRACTOR shall maintain records and make reports as required by ADMINISTRATOR.  
34 Such reports shall include, but may not be limited to, cooperating in the Evaluation of Administrative  
35 Mechanism process and its timelines. CONTRACTOR understands that failure to provide said reports  
36 or meet any of the requirements of this Reports paragraph shall be cause for ADMINISTRATOR to  
37

1 withhold or delay any or a portion of payments to CONTRACTOR, as specified in the Payments  
2 paragraph of this Exhibit A to the Agreement.

3 B. FISCAL

4 1. In support of monthly billings, CONTRACTOR shall submit monthly Expenditure and  
5 Revenue Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by  
6 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost  
7 center(s) described in the Services paragraph of this Exhibit A to the Agreement, the number of HIV  
8 infected individuals served, and the number of service units provided by CONTRACTOR with funds  
9 from this Agreement (Units of Service). The reports shall be due to ADMINISTRATOR no later than  
10 the twentieth (20th) calendar day following the end of the month being reported, unless otherwise agreed  
11 to in writing by ADMINISTRATOR.

12 2. CONTRACTOR shall submit quarterly Year-End Projection Reports to  
13 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR  
14 and shall report anticipated units of services to be provided, and projected year-end actual costs and  
15 revenues for CONTRACTOR's program(s) or cost center(s) described in the Services paragraph of this  
16 Exhibit A to the Agreement. Such reports shall include the actual monthly costs and revenues as of the  
17 date submitted and anticipated monthly costs and revenues projected through year-end. Year-End  
18 Projection Reports shall be due on the following dates: June 20, 2012~~1~~<sub>1</sub>; September 20, 2012~~1~~<sub>1</sub>; and  
19 December 3, 2012~~1, 2011~~<sub>1</sub>; unless otherwise agreed to in writing by ADMINISTRATOR.

20 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
21 These reports shall be on a form provided or approved by ADMINISTRATOR and shall report staff by  
22 position, actual staff hours worked, and the employees' names, and shall indicate which staff have taken  
23 Compliance Training in accordance with the Compliance paragraph of this Agreement. The reports  
24 shall be due to ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of  
25 the month being reported, unless otherwise agreed to in writing by ADMINISTRATOR.

26 D. PROGRAMMATIC – CONTRACTOR shall submit quarterly programmatic reports to  
27 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR  
28 and shall include but not be limited to, staff changes and corresponding impact on services, status of  
29 licensure and/or certifications, changes in populations being served and reasons for any such changes.  
30 CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of  
31 this Agreement and, if not, shall specify what steps will be taken to achieve satisfactory progress. The  
32 reports shall be due on the following dates: June 20, 2012~~1~~<sub>1</sub>; September 20, 2012~~1~~<sub>1</sub>; ~~1~~  
33 December 20, 2012~~1~~<sub>1</sub>; and March 20, 2013~~21, 2012~~<sub>1</sub>; unless otherwise agreed to in writing by  
34 ADMINISTRATOR.

35 E. Ryan White Data and/or Service Reports (RWDR/RSR) – CONTRACTOR shall submit to  
36 ADMINISTRATOR in a format provided or approved by ADMINISTRATOR, documentation of  
37 services provided, including characteristics of clients receiving those services and descriptive

1 information about CONTRACTOR's organization. RWDR/RSR documentation shall be received by  
2 ADMINISTRATOR no later than February 1, 2013~~2~~.

3 F. Countywide Data Reporting – CONTRACTOR shall fully comply with ADMINISTRATOR  
4 requirements for real-time data reporting of client demographics and selected service delivery  
5 information for Ryan White funded services. For purposes of this Agreement, real-time data reporting  
6 shall be defined as entering data into the COUNTY's designated data system within two (2) business  
7 days of providing services, unless mutually agreed upon in writing. For other service delivery  
8 information, CONTRACTOR shall enter data into the COUNTY's designated data system within five  
9 (5) business days of providing services. ADMINISTRATOR and CONTRACTOR shall confer and  
10 mutually agree to which service delivery information must be reported within two (2) days of providing  
11 services.

12 G. QUALITY MANAGEMENT (QM) REPORTS – CONTRACTOR shall submit a QM Report  
13 with appropriate signature(s) to ADMINISTRATOR by March 30, 2013~~2~~. The QM Report shall be  
14 submitted in a format provided or approved by ADMINISTRATOR. The QM Report shall include but  
15 not be limited to:

- 16 1. Summary of QM activities;
- 17 2. Service-specific outcome measure results;
- 18 3. Summary of findings; and
- 19 4. Summary of how findings will be addressed.

20 H. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as required by  
21 ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder.  
22 ADMINISTRATOR shall be specific as to the nature of information requested and, when possible, shall  
23 allow thirty (30) calendar days for CONTRACTOR to respond.

## 24 **VII. SERVICES**

25  
26 A. CONTRACTOR shall make all services specified herein available to eligible persons who  
27 reside in Orange County and are infected with the HIV, in accordance with this Agreement. Parties  
28 understand that Common Standards of Care have been developed for all HIV Services and service-specific  
29 Standards of Care have been developed for some services. CONTRACTOR shall adhere to standards of  
30 care approved by ADMINISTRATOR. CONTRACTOR and ADMINISTRATOR may mutually agree,  
31 in writing, to adjust the Eligibility, Units of Service, and Staffing subparagraphs set forth below for each  
32 program.

33 1. CONTRACTOR acknowledges that this Agreement is funded through the Ryan White Act,  
34 and that said funding is to be funding of last resort and may only be used to provide services when  
35 adequate alternative services are unavailable and no other resources exist to fund the services.

36 2. CONTRACTOR shall develop and maintain formal referral relationships with appropriate  
37 entities to facilitate early intervention services for low-income individuals with HIV/AIDS. Signed

1 Memoranda of Understanding (MOU) with major points of entry shall be established and must include  
 2 the names of parties involved, time frame of agreement, and a clearly defined referral process, including  
 3 follow-up. CONTRACTOR shall keep the original signed MOUs in a central file and send a copy of  
 4 each MOU to ADMINISTRATOR. CONTRACTOR shall coordinate referral processes with  
 5 appropriate programs of ADMINISTRATOR, but is not required to enter into MOUs to do so.

6 3. Unless otherwise stated, CONTRACTOR shall verify eligibility for services including, but  
 7 not limited to proof of HIV status, proof of residency within Orange County, lack of other sources of  
 8 services, and financial eligibility based on criteria provided or approved by ADMINISTRATOR.  
 9 Eligibility shall be verified at minimum ~~annually~~ every six (6) months. Eligibility verification shall be  
 10 documented in ~~writing in each client's file on forms provided or approved~~ ADMINISTRATOR's  
 11 designated data system as required by ADMINISTRATOR.

12 4. CONTRACTOR shall maintain files for all clients. Files, at a minimum, shall contain  
 13 information necessary for federal reporting, including, but not limited to, name, address, race, ethnicity,  
 14 gender, date of birth, living situation, income, source of insurance, CDC disease stage, and risk factors,  
 15 and types of service provided.

16 5. CONTRACTOR shall establish protocols for each of the contracted services within thirty  
 17 (30) calendar days after contract commencement and submit the protocols to ADMINISTRATOR for  
 18 approval. Protocols shall be consistent with contractual program requirements and standards of care  
 19 provided by ADMINISTRATOR.

20 6. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding source,  
 21 with respect to any person who receives services under the terms of this Agreement. Further,  
 22 CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or  
 23 indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

24 ~~7. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement~~  
 25 ~~in a manner that is culturally and linguistically appropriate for the population(s) served.~~  
 26 ~~CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to:~~  
 27 ~~records of participation in COUNTY sponsored or other applicable training; recruitment and hiring~~  
 28 ~~policies and procedures; copies of literature in multiple languages and formats, as appropriate; and~~  
 29 ~~descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are~~  
 30 ~~physically challenged.~~

31 ~~8.~~ 8. It is understood by both parties that ADMINISTRATOR places a high degree of importance  
 32 on the availability of accurate and timely data. Examples include data on costs, utilization, and the cost-  
 33 effectiveness of HIV-related services. CONTRACTOR shall cooperate fully in meeting data requests  
 34 and requirements specified by ADMINISTRATOR, including, at minimum, monthly entry of client  
 35 demographic data, service eligibility verification, service utilization information, and instant reporting of  
 36 service delivery. In addition, CONTRACTOR shall submit any data or report required by the funding  
 37 source of agencies providing services with Ryan White Act, Minority AIDS Initiative (MAI) funds, and

1 any data or report required by the department of Housing and Urban Development of agencies when  
2 providing services with Housing Opportunities for Persons with AIDS (HOPWA) funds.

### 3 B. OUTPATIENT/AMBULATORY MEDICAL CARE

4 1. DEFINITION - The provision of professional diagnostic and therapeutic services rendered  
5 by a physician, physician's assistant, clinical nurse specialist, or nurse practitioner in an outpatient  
6 setting. Services include HIV-related diagnostic testing, early intervention, preventive care and  
7 screening, practitioner examination, medical history taking, diagnosis and treatment of HIV-related  
8 conditions, prescribing and managing medication therapy, health education on HIV-specific health  
9 issues, and referral to and provision of specialty medical care, including all medical subspecialties.

#### 10 2. ELIGIBILITY

11 a. CONTRACTOR shall verify eligibility and provide Outpatient/Ambulatory Medical  
12 Care services to individuals who:

13 1) Meet Ryan White eligibility requirements; and

14 2) Do not have, or have exhausted health insurance coverage. CONTRACTOR shall  
15 assist clients who cannot utilize benefits due to an inability to pay co-payments in applying for services  
16 through the Health Insurance Premium/Cost Sharing and Emergency Financial Assistance for  
17 Medications program.

18 b. ~~CONTRACTOR shall document verification of eligibility, in COUNTY's designated~~  
19 ~~data system, and in writing in each client's file on forms provided or approved by ADMINISTRATOR.~~

20 ~~c.~~ Eligibility should be evaluated at least ~~annually~~ every six (6) months.

#### 21 3. SCOPE OF WORK

22 a. CONTRACTOR shall provide access to Outpatient/Ambulatory Medical Care services  
23 to eligible populations. Services must be consistent with Common Standards of Care provided by  
24 ADMINISTRATOR and Public Health Services' guidelines. CONTRACTOR shall conduct the  
25 following activities:

##### 26 1) Client Intake:

27 a) Perform client intake within five (5) business days of the client's referral or  
28 initial client contact. Client intake shall include gathering of pertinent client information necessary to  
29 establish the client's eligibility, demographic information, and information necessary for federal  
30 reporting.

31 b) Provide client with information that includes: client's rights and  
32 responsibilities, information about filing a grievance, and notice of privacy practices. Obtain required  
33 documents, including: consent for client information to be entered in Countywide database, consent for  
34 treatment form, signed receipt of rights and responsibilities, signed receipt of information on the  
35 grievance process, and releases of information as appropriate.

##### 36 2) Client Evaluation:

37 a) Provide an evaluation of all clients that includes medical and psychosocial



1 assessment to determine the appropriate level of care and to develop a therapeutic treatment plan. All  
 2 medical follow-up and any laboratory work shall be included.

3 b) Determine the need for and collect samples for viral load testing and resistance  
 4 testing based on current medical standards and provide transportation of those samples to the laboratory  
 5 designated by COUNTY.

6 3) Client Treatment Plan: Develop a therapeutic treatment plan based on client  
 7 evaluation.

8 4) Treatment Provision: Prescribe antiretroviral and prophylactic medications in  
 9 accordance with current established medical standards of care.

10 5) Client Education: Provide primary and secondary prevention education to clients to  
 11 reduce high-risk drug and sexual behaviors and to promote positive health actions.

12 6) Referrals and Coordination of Services: Refer clients with medical needs beyond  
 13 the scope of outpatient ambulatory care clinic services to tertiary care centers using the Prior  
 14 Authorization (PA) system established by ADMINISTRATOR. CONTRACTOR shall maintain a list of  
 15 clients referred to tertiary care for periodic review by ADMINISTRATOR.

16 7) Service Closure:

17 a) Document service closure of client in client file.

18 b) Close out the client in the data collection system within thirty (30) days of  
 19 service closure.

20 b. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation  
 21 requirements, including development and implementation of a Quality Management Plan. Unless  
 22 modified by Agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for  
 23 Outpatient/Ambulatory Medical Care services will include the following:

24 — 1) Improvement in health as measured by stable or increased CD4 counts and  
 25 undetectable viral load; and

26 — 2) No new or recurrent opportunistic infections.

27 4. UNITS OF SERVICE

28 a. CONTRACTOR shall provide at minimum, the following units of service:

	<u>Units of Service</u>	
Primary Care Visits	846	846
Laboratory Visits	529	529
<u>Unduplicated Clients</u>	151	

34 b. A unit of service shall equal one patient visit.

35 ~~c. CONTRACTOR shall provide services to a minimum of one hundred fifty one~~  
 36 ~~unduplicated clients.~~

37 5. STAFFING - CONTRACTOR shall, at a minimum, provide the following paid staff

expressed in Full Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours worked per week:

<del>ADMINISTRATIVE STAFF</del>	<u>FTEs</u>
<del>—Administrative Assistant</del>	<del>0.0000</del>
<del>—Billing Administrator</del>	<del>0.0000</del>
<del>—Billing Clerk</del>	<del>0.0000</del>
<del>SUBTOTAL</del>	<del>0.0000</del>
DIRECT CARE STAFF	
<del>—Clinical Director</del>	<del>0.0000</del>
<del>—Medical Assistants</del>	<del>0.0000</del>
Nurse Practitioners	0.2500
Operations Support	0.2000
Physician/Medical Director	0.2000
Physicians	0.5750
Registered Nurses	<u>0.8250</u>
SUBTOTAL	2.0500
TOTAL FTEs	2.0500

6. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

#### C. QUALITY MANAGEMENT (QM) PLAN

1. CONTRACTOR shall participate in QM activities including, but not limited to, trainings, development of standards of care, peer reviews, and the establishment of countywide goals and objectives. Unless modified by agreement of ADMINISTRATOR and CONTRACTOR, CONTRACTOR shall develop and submit to ADMINISTRATOR a written QM Plan signed by CONTRACTOR's authorized representative within sixty (60) calendar days of the execution of this Agreement. CONTRACTOR shall participate in the Quality Management (QM) activities established by ADMINISTRATOR and shall adhere to the standards set forth by the countywide Ryan White QM Committee.

- 1           2. The QM Plan shall include but not be limited to CONTRACTOR's:
- 2           a. Quality statement;
- 3           b. Quality infrastructure, including leadership, QM committee, staff roles and
- 4 responsibilities, and reporting;
- 5           c. Capacity building activities, including orientation and training on QM activities;
- 6           d. Evaluation, including evaluation of quality infrastructure, performance measures, and
- 7 quality improvement activities; and
- 8           e. Goals, objectives, indicators, and targets for each service category.

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