

AGREEMENT FOR PROVISION OF
HIV SERVICES
BETWEEN
COUNTY OF ORANGE
AND
SHANTI ORANGE COUNTY

MARCH 1, 2012~~+~~ THROUGH FEBRUARY 28, 2013~~29, 2012~~

THIS AGREEMENT entered into this 1st day of March 2012~~+~~, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and SHANTI ORANGE COUNTY, a California nonprofit corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Human Immunodeficiency Virus (HIV) Non-Medical Case Management, Mental Health, and Home Delivered Meals services described herein to the residents of Orange County; and

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

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: \$178,413

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: Shanti Orange County
~~23001 Del Lago B-1~~
23461 South Pointe Drive, Suite 100
Laguna Hills, CA 92653

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Comprehensive Commercial General Liability with —broad form Property damage and —contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 A aggregate
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence per occurrence
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:

4	A.	ARRA	American Recovery and Reinvestment Act
5	B.	ASRS	Alcohol and Drug Programs Reporting System
6	C.	CCC	California Civil Code
7	D.	CCR	California Code of Regulations
8	E.	CFR	Code of Federal Regulations
9	F.	CHPP	COUNTY HIPAA Policies and Procedures
10	G.	CHS	Correctional Health Services
11	H.	D/MC	Drug/Medi-Cal
12	I.	DMH	Department of Mental Health
13	J.	DPFS	Drug Program Fiscal Systems
14	K.	DRS	Designated Record Set
15	L.	HCA	Health Care Agency
16	M.	HHS	Health and Human Services
17	N.	HIPAA	Health Insurance Portability and Accountability Act
18	O.	HSC	California Health and Safety Code
19	P.	MHP	Mental Health Plan
20	Q.	OCJS	Orange County Jail System
21	R.	OCPD	Orange County Probation Department
22	S.	OCR	Office for Civil Rights
23	T.	OCSD	Orange County Sheriff's Department
24	U.	OIG	Office of Inspector General
25	V.	OMB	Office of Management and Budget
26	W.	OPM	Federal Office of Personnel Management
27	X.	PADSS	Payment Application Data Security Standard
28	Y.	PC	State of California Penal Code
29	Z.	PCI DSS	Payment Card Industry Data Security Standard
30	AA.	PHI	Protected Health Information
31	AB.	PII	Personally Identifiable Information
32	AC.	PRA	Public Record Act
33	AD.	USC	United States Code
34	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~~

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

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

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

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

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

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

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

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

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

36 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
 37 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 [rg5] 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 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
2 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the Cost
3 Report is delivered to ADMINISTRATOR.

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

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

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

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

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

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

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

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

Signed _____
Name _____
Title _____
Date _____"

#

VII. DELEGATION ASSIGNMENT, AND SUBCONTRACTS

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

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

~~—C.—~~ C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without

1 the prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations, any
 2 change in the business structure, including but not limited to, the sale or transfer of more than ten
 3 percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure,
 4 including a change to a sole proprietorship, or a change in fifty percent (50%) or more of
 5 CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any
 6 attempted assignment or delegation in derogation of this paragraph shall be void.

8 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

19 #

20 **IX. EQUIPMENT**

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

32 | B. CONTRACTOR shall obtain ~~Administrator's~~ ADMINISTRATOR's prior written approval to
 33 purchase any Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment,
 34 CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other
 35 supporting documentation, which includes delivery date, unit price, tax, shipping, and serial numbers,
 36 ete. CONTRACTOR shall request an applicable asset tag ~~(Fixed or Controlled)~~ for said Equipment and
 37 shall include each purchased asset in an Equipment inventory.

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

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

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

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

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

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

27 **X. FACILITIES, PAYMENTS AND SERVICES**

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

34 **XI. INDEMNIFICATION AND INSURANCE**

35 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
 36 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
 37 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board

1 (~~“(COUNTY INDEMNITEES”)~~) harmless from any claims, demands or liability of any kind or nature,
 2 including but not limited to personal injury or property damage, arising from or related to the services,
 3 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
 4 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
 5 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
 6 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
 7 a jury apportionment.

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

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

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

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

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

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

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

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

27 28 **XII. INSPECTIONS AND AUDITS**

29 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 30 of the State of California, the Secretary of the United States Department of Health and Human Services,
 31 the Comptroller General of the United States, or any other of their authorized representatives, shall have
 32 access to any books, documents, and records, including but not limited to, financial statements, general
 33 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
 34 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
 35 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
 36 in the Records Management and Maintenance paragraph of this Agreement. Such persons may at all
 37 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the

1 premises in which they are provided.

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

6 C. AUDIT RESPONSE

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

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

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

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

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

29 #

30 **XIII. LICENSES AND LAWS**

31 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
32 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers, and
33 exemptions necessary for the provision of services hereunder and required by the laws and regulations of
34 the United States, the State of California, COUNTY, and any other applicable governmental agencies.
35 CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or
36 maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates,
37 waivers and exemptions. Said inability shall be cause for termination of this Agreement.

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

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

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

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

9 ~~3. 42 USC. 12101 et seq., the~~ ~~4. The American Recovery & Reinvestment~~
 10 ~~Act (ARRA) of 2009.~~

11 ~~5. The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101 et seq.).~~

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

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

15 ~~8. 24 CFR Parts 42 and 570.606.~~

16 ~~9. 25 CFR Part 85, Common Rule to the Community Development Block Grant Entitlement~~
 17 ~~Program.~~

18 ~~10. 42 CFR, Public Health.~~

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

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

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

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

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

24 ~~15. California Code of Regulations _____ 6. CCR, Title 22.~~

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

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

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

29 ~~9. ARRA of 2009.~~

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

32 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

37 b. In the case of a contractor doing business in a form other than as an individual, the

1 name, date of birth, social security number, and residence address of each individual who owns an
2 interest of ten percent (10%) or more in the contracting entity;

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

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

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

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

15 **XIV. LITERATURE AND ADVERTISEMENTS**

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

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

24 C. Any literature, including educational and promotional materials, distributed by CONTRACTOR
25 for purposes directly related to this Agreement shall indicate that CONTRACTOR's services are
26 supported by federal, state and county funds, as appropriate. ~~For the purposes of this Agreement,~~
27 ~~distribution of such literature shall include written materials as well as electronic media such as the~~
28 ~~Internet.~~

29 **XV. MAXIMUM OBLIGATION**

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

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

35 #

XVI. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

- a. Denying a client or potential client any service, benefit, or accommodation.
- b. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- d. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided

1 any service or benefit.

2 e. Assignment of times or places for the provision of services.

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

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

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

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

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

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

27 **XVII. NOTICES**

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

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

33 2. When faxed, transmission confirmed;

34 3. When sent by ~~electronic mail~~Email; or

35 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
36 Service, or other expedited delivery service.
37

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

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

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

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

13 **XVIII. NOTIFICATION OF DEATH**

14 **A. NON-TERMINAL ILLNESS DEATH**

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

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

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

25 **B. TERMINAL ILLNESS DEATH**

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

31 2. If there are any questions regarding the cause of death of any person served hereunder who
 32 was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death,
 33 CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with subparagraph A.
 34 above.
 35
 36
 37

1 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

9
10 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

14 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),
15 75055(a), 75343(a), and 77143(a).

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

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

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

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

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

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

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

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

37 F. CONTRACTOR shall ~~be informed through this Agreement that HIPAA has broadened the~~

1 ~~definition of medical records and identified this new record set as a Designated Record Set (DRS).~~
 2 ~~CONTRACTOR shall~~ ensure all HIPAA (DRS) requirements are met. HIPAA requires that clients,
 3 participants and/or patients be provided the right to access or receive a copy of their DRS and/or request
 4 addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or
 5 for a covered entity that is:

- 6 1. The medical records and billing records about individuals maintained by or for a covered
 7 health care provider;
- 8 2. The enrollment, payment, claims adjudication, and case or medical management record
 9 systems maintained by or for a health plan; or
- 10 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

- 14 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or
 15 site visit.
- 16 2. Provide auditor or other authorized individuals access to documents via a computer
 17 terminal.
- 18 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
 19 requested.

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

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

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

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

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

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

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

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

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

11 #

12 **XXI. REVENUE**

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

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

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

27 D. OTHER REVENUES - CONTRACTOR shall charge for services, supplies, or facility use by
28 persons other than individuals or groups eligible for services pursuant to this Agreement.

29 //

30 **XXII. SEVERABILITY**

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

36

37

XXIII. SPECIAL PROVISIONS

1
2 | A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
3 purposes:

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

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

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

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

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

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

16 7. Supplanting current funding for existing services.

17 8. Fundraising.

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

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

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

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

29 13. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
30 services.

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

34 15. ~~Agreement's funding source~~ Severance pay for separating employees.

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

37 B. Unless otherwise specified in writing by ADMINISTRATOR, CONTRACTOR shall not use the

1 funds provided by means of this Agreement for the following purposes:

2 1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
3 CONTRACTOR's clients.

4 2. Funding travel or training (excluding mileage or parking) not approved by
5 ADMINISTRATOR.

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

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

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

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

14 #

15 **XXIV. STATUS OF CONTRACTOR**

16 | CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
17 wholly responsible for the manner in which it performs the services required of it by the terms of this
18 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
19 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
20 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
21 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
22 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
23 subcontractors as they relate to the services to be provided during the course and scope of their
24 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
25 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to
26 be COUNTY employees.

27 //

28 **XXV. TERM**

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

35 **XXVI. TERMINATION**

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

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

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

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

21 D. CONTINGENT FUNDING

- 22 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 23 a. The continued availability of federal, state and county funds for reimbursement of
 24 COUNTY's expenditures, and
 - 25 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
 26 approved by the Board of Supervisors.
- 27 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
 28 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given
 29 CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

26
27 **XXVII. THIRD PARTY BENEFICIARY**

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

30 //

31 **XXVIII. WAIVER OF DEFAULT OR BREACH**

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

37 //

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

3
4 SHANTI ORANGE COUNTY

5 BY: _____ DATED: _____

6
7 TITLE: _____

8
9 BY: _____ DATED: _____

10
11 TITLE: _____

12
13
14 COUNTY OF ORANGE

15
16 BY: _____ DATED: _____

17 HEALTH CARE AGENCY

18 ~~CHAIR OF THE BOARD OF SUPERVISORS~~

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

23 _____ DATED: _____

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

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

31
32 BY: _____ DATED: _____

33 DEPUTY

34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 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 SERVICES WITH
 SHANTI ORANGE COUNTY
 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 line, 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 CONTRACTOR and ADMINISTRATOR.

11 **1. Medical Case Management Services**

12 **ADMINISTRATIVE COSTS**

13	Salaries	\$ 852	3,648
14	Benefits	170	602
15	Operating Expenses		
16	Travel/Transportation	0	
17	Equipment	0	
18	<u>Services and Supplies</u> Facility Operations	850	
19	Communications		0
20	Professional Service		0
21	SUBTOTAL	\$ 5,130	5,100

23 **DIRECT CARE COSTS**

24	Salaries	\$31,194	34,264
25	Benefits	6,239	5,578
26	Operating Expenses		
27	Travel/Transportation		350
28	Equipment		650
29	<u>Services and Supplies</u> Facility Operations	8,739	4,600
30	Communications		680
31	Professional Service		0
32	SUBTOTAL	\$46,172	46,122

34	TOTAL COSTS	\$51,302	51,222
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35 //

36 //

37 //

1	2. Non-Medical Case Management Services - Client Advocacy		
2	ADMINISTRATIVE COSTS		
3	Salaries	\$ 0	1,935
4	Benefits	0	315
5	Operating Expenses		
6	Travel/Transportation		0
7	Equipment		0
8	<u>Services and Supplies</u> Facility Operations	\$ 2,878	400
9	Communications	0	
10	Professional Service	0	
11	SUBTOTAL	\$ -2,878	2,650
12			
13	DIRECT CARE COSTS		
14	Salaries	\$15,846	19,067
15	Benefits	3,169	3,104
16	Operating Expenses		
17	Travel/Transportation		140
18	Equipment		650
19	<u>Services and Supplies</u> Facility Operations	6,895	2,320
20	Communications		260
21	Professional Service		0
22	SUBTOTAL	\$25,910	25,541
23			
24	TOTAL COSTS	\$28,788	28,191
25	#		
26	#		
27	#		
28	#		
29	#		
30	#		
31	#		
32	#		
33	#		
34	#		
35	#		
36	#		
37	#		

1	2			
2	<u>3.</u>	Mental Health Services		
3		ADMINISTRATIVE COSTS		
4		Salaries	\$ <u>852</u>	2,569
5		Benefits	<u>170</u>	411
6		Operating Expenses		
7		Travel/Transportation		0
8		Equipment		0
9		<u>Service and Supplies</u> Facility Operations	<u>2,600</u>	0
10		Communications		0
11		Professional Service	<u>2,145</u>	
12		SUBTOTAL	<u>\$ 5,372</u>	5,125
13				
14		DIRECT CARE COSTS		
15		Salaries	\$ <u>1,852</u>	1,720
16		Benefits	<u>170</u>	275
17		Operating Expenses		
18		Travel/Transportation		0
19		Equipment		0
20		<u>Services and Supplies</u> Facility Operations	<u>3,500</u>	3,100
21		Communications		
22		Professional Service	<u>49,097</u>	45,780
23		SUBTOTAL	<u>\$50,619</u>	50,875
24				
25		TOTAL COSTS	<u>\$55,991</u>	56,000
26	//			
27	//			
28	#			
29	#			
30	#			
31	#			
32	#			
33	#			
34	#			
35	#			
36	#			
37	#			

1	3 4. Home-Delivered Meal Services		
2	ADMINISTRATIVE COSTS		
3	Salaries	\$ 0	2,150
4	Benefits	0	344
5	Operating Expenses		
6	Travel/Transportation		0
7	Equipment		0
8	Services and Supplies Facility Operations	2,783	0
9	Communications		0
10	Professional Service	1,450	1,606
11	SUBTOTAL	\$ 4,233	4,100
12			
13	DIRECT CARE COSTS		
14	Salaries	\$ 4,843	6,717
15	Benefits	969	1,093
16	Operating Expenses		
17	Insurance		825
18	Travel/Transportation		0
19	Services and Supplies Program	9,537	650
20	Equipment		0
21	Utilities		280
22	Facility and Operations		2,640
23	Communications		260
24	Meals	22,750	26,435
25	SUBTOTAL	\$ 38,099	38,900
26			
27	TOTAL COSTS	\$ 42,332	43,000
28	45. TOTAL CONTRACT COSTS	\$178,413	

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

C. B. CONTRACTOR may request to shift funds between budgeted line items for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted and the sustaining

1 annual impact of the shift as may be applicable to the current contract period and/or future contract
 2 periods. CONTRACTOR shall obtain written approval of any Budget Staffing Modification Request(s)
 3 from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to
 4 obtain written approval from ADMINISTRATOR for proposed Budget/Staffing Modification Request(s)
 5 may result in disallowance of those costs.

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

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

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

19 DF. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION

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

22 ~~CFDA Year: 2010~~

23
 24 CFDA Year: 2011

25 CFDA#:- No.: 93.914

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

27 Federal Agency:- Department of Health and Human Services

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

29 Amount:- \$178,413 (estimated)

30
 31 2. CONTRACTOR may be required to have an audit conducted in accordance with federal
 32 OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal
 33 audit requirements within the reporting period specified by OMB Circular Number A-133.

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

1 **III. CLIENT GRIEVANCE REVIEW AND RESOLUTION POLICY**

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

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

14 //

15 **IV. GENERAL STAFFING REQUIREMENTS**

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

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

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

26 **V. PAYMENTS**

27 A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs
28 of providing the services described hereunder, less revenues which are actually received by
29 CONTRACTOR; provided, however, that CONTRACTOR's costs are allowable pursuant to county,
30 state, and federal regulations.

31 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual
32 cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that
33 the total of such payments shall not exceed the COUNTY's Maximum Obligation. CONTRACTOR's
34 billings shall be on a form approved or provided by ADMINISTRATOR and shall provide such
35 information as is required by ADMINISTRATOR. Billings are due by the twentieth (20th) calendar day
36 of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-
37

1 one (21) calendar days after receipt of the correctly completed billing form.

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

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

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

10 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the total
11 amount of payments exceed the actual costs of providing services, ADMINISTRATOR may reduce
12 COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the
13 payments to CONTRACTOR and the actual costs incurred by CONTRACTOR.

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

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

25 26 **VI. REPORTS**

27 A. CONTRACTOR shall maintain records and make reports as required by ADMINISTRATOR.
28 Such reports shall include, but may not be limited to, cooperating in the Evaluation of Administrative
29 Mechanism process and its timelines. CONTRACTOR understands that failure to provide said reports
30 or meet any of the requirements of this Reports paragraph shall be cause for ADMINISTRATOR to
31 withhold or delay any or a portion of payments to CONTRACTOR, as specified in the Payments
32 paragraph of this Exhibit A to the Agreement.

33 **B. FISCAL**

34 1. In support of monthly billings, CONTRACTOR shall submit monthly Expenditure and
35 Revenue Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by
36 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost
37 center(s) described in the Services paragraph of this Exhibit A to the Agreement, the number of HIV

1 infected individuals served, and the number of service units provided by CONTRACTOR with funds
 2 from this Agreement (Units of Service Report). The reports shall be due to ADMINISTRATOR no later
 3 than the twentieth (20th) calendar day following the end of the month being reported, unless otherwise
 4 agreed to in writing by ADMINISTRATOR.

5 2. CONTRACTOR shall submit quarterly Year-End Projection Reports to
 6 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR
 7 and shall report anticipated units of services to be provided, projected year-end actual costs and revenues
 8 for CONTRACTOR's program(s) or cost center(s) described in the Services paragraph of this Exhibit A
 9 to the Agreement. Such reports shall include the actual monthly costs and revenues as of the date
 10 submitted and anticipated monthly costs and revenues projected through year-end. Year-End Projection
 11 Reports shall be due on the following dates: June 20, 2012~~+~~, September 20, 2012~~+~~ and December 3,
 12 2012, ~~1, 2011~~ unless otherwise agreed to in writing by ADMINISTRATOR.

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

19 D. PROGRAMMATIC – CONTRACTOR shall submit quarterly programmatic reports to
 20 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR
 21 and shall include but not be limited to, staff changes and corresponding impact on services, status of
 22 licensure and/or certifications, changes in populations being served and reasons for any such changes.
 23 CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of
 24 this Agreement and, if not, shall specify what steps will be taken to achieve satisfactory progress. The
 25 reports shall be due on the following dates: June 20, 2012~~+~~, September 20, 2012~~+~~, December 20, 2012~~+~~,
 26 and March 21, 2013~~2~~ unless otherwise agreed to in writing, by ADMINISTRATOR.

27 E. Ryan White Data and/or Services Reports (RWDR/RSR) – CONTRACTOR shall submit to
 28 ADMINISTRATOR in a format provided or approved by ADMINISTRATOR, documentation of
 29 services provided, including characteristics of clients receiving those services and descriptive
 30 information about CONTRACTOR's organization. RWDR/RSR documentation shall be received by
 31 ADMINISTRATOR no later than February 1, 2013~~2~~.

32 F. Countywide Data Reporting – CONTRACTOR shall fully comply with ADMINISTRATOR
 33 requirements for real-time data reporting of client demographics and selected service delivery
 34 information for Ryan White Act funded services. For purposes of this Agreement, real-time data
 35 reporting shall be defined as entering data into the COUNTY's designated data system within two (2)
 36 business days of providing services, unless otherwise agreed upon in writing by ADMINISTRATOR.
 37 For other service delivery information, CONTRACTOR shall enter data into the COUNTY's designated

1 data system within five (5) business days of providing services. ADMINISTRATOR and
 2 CONTRACTOR shall confer and mutually agree to which service delivery information must be reported
 3 within two (2) business days of providing services.

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

- 8 1. Summary of QM activities;
- 9 2. Service-specific outcome measure results;
- 10 3. Summary of findings; and
- 11 4. Summary of how findings will be addressed.

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

16 #

17 **VII. SERVICES**

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

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

28 2. CONTRACTOR shall develop and maintain formal referral relationships with appropriate
 29 entities to facilitate early intervention services for low-income individuals with HIV/AIDS. Signed
 30 Memoranda of Understanding (MOU) with major points of entry shall be established and must include
 31 the names of parties involved, time frame of agreement, and a clearly defined referral process, including
 32 follow-up. CONTRACTOR shall keep the original signed MOU’s in a central file and send a copy of
 33 each MOU to ADMINISTRATOR. CONTRACTOR shall coordinate referral processes with
 34 appropriate programs of ADMINISTRATOR, but is not required to enter into MOUs to do so.

35 3. Unless otherwise stated, CONTRACTOR shall verify eligibility for services including, but
 36 not limited to proof of HIV status, proof of residency within Orange County, lack of other sources of
 37 services, and financial eligibility based on criteria provided or approved by ADMINISTRATOR.

1 Eligibility shall be verified at minimum ~~annually~~ every six (6) months. Eligibility verification shall be
 2 documented in COUNTY's ADMINISTRATOR's designated data system, ~~and in writing in each client's~~
 3 ~~file on forms provided or approved~~ as required by ADMINISTRATOR.

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

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

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

19 7. It is understood by both parties that ADMINISTRATOR places a high degree of importance
 20 on the availability of accurate and timely data. Examples include data on costs, utilization, and the cost-
 21 effectiveness of HIV-related services. CONTRACTOR shall cooperate fully in meeting data requests
 22 and requirements specified by ADMINISTRATOR, including, at minimum, monthly entry of client
 23 demographic data, service eligibility verification, service utilization information, and instant reporting of
 24 service delivery. In addition, CONTRACTOR shall submit any data or report required by the funding
 25 source of agencies providing services with Ryan White Act, Minority AIDS Initiative (MAI) funds, and
 26 any data or report required by the department of Housing and Urban Development of agencies when
 27 providing services with Housing Opportunities for Persons with AIDS (HOPWA) funds.

28 B. MEDICAL CASE MANAGEMENT SERVICES

29 1. DEFINITION - Medical Case Management Description: A range of client-centered services
 30 that link clients with health care, psychosocial, and other services. The goal of case management is to
 31 enhance independence and increase quality of life for clients through adherence to medical care. The
 32 coordination and follow-up of medical treatments are the primary, but not exclusive, components of
 33 medical case management. These services ensure timely and coordinated access to medically
 34 appropriate levels of health and support services. Case Management should also ensure continuity of
 35 care through ongoing assessment of the client's needs and personal support systems. Key activities
 36 include:

- 37 a. initial assessment of service needs;

- b. development of a comprehensive, individualized service plan;
- c. coordination of services required to implement the plan;
- d. monitoring of client to assess the efficacy of the plan;
- e. periodic re-evaluation and adaptation of the plan; and
- f. clear documentation of assessment, plan, and referrals.

2. ELIGIBILITY

a. CONTRACTOR shall verify eligibility and provide services to individuals who meet Ryan White eligibility requirements and whose needs assessments, as determined by the case manager, meet criteria for Medical Case Management.

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

~~e. _____~~ b. Clients may not be enrolled in multiple case management programs.

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

3. SCOPE OF SERVICES

a. CONTRACTOR shall provide access to a full range of Medical Case Management services. Services must be consistent with Standards of Care for Case Management provided by ADMINISTRATOR. These services ensure timely and coordinated access to appropriate levels of health and support services.

b. Medical Case Management should ensure continuity of care through ongoing assessment of the client's needs and personal support systems.

c. CONTRACTOR shall implement appropriate strategies to improve access to care and adherence to treatment.

d. CONTRACTOR shall provide Medical Case Management activities as follows and shall include written justification for providing services to individual clients in the client's home, in the hospital, or at any location other than CONTRACTOR's offices. All activities relate to the client's care shall be documented in the client record. CONTRACTOR shall conduct the following activities:

1) Client Intake:

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

b) Provide client with information that includes: client's rights and responsibilities, information about filing a grievance, and notice of privacy practices. The case manager should also obtain required documents, including: consent for client information to be entered in Countywide database, consent for treatment form, signed receipt of rights and responsibilities, signed receipt of information on the grievance process, and releases of information as appropriate.

2) Comprehensive Assessment:

1 a) Begin assessment of client within one (1) week of client intake and complete
 2 assessment within two (2) weeks. Areas of assessment should include, but not be limited to: medical
 3 need; understanding of HIV transmission factors; substance use; mental health issues; financial needs;
 4 nutritional needs; housing and living situation; social and emotional support; legal issues; and
 5 transportation.

6 b) Utilize a comprehensive client assessment tool and complete a client acuity
 7 scale as determined by agreement between ADMINISTRATOR and CONTRACTOR to record and
 8 monitor needs.

9 c) Match the education/experience level of the case manager to client
 10 acuity/needs. Where appropriate, CONTRACTOR may use an interdisciplinary team approach to case
 11 management.

12 d) Periodically assess and re-evaluate client's level of functioning and changing
 13 clinical and psychological needs. As specified by ADMINISTRATOR in the Standards of Care,
 14 CONTRACTOR shall conduct formal reassessment at minimum as follows, depending on the client's
 15 health status and level of functioning as determined by the primary case manager.

16 #

Level of Case Management	General Case Load	Client Acuity Level	Minimum Assessment Frequency	Minimum Contact Frequency
Basic	81-110	Low	6 months	3 months
Moderate	51-80	Moderate	3 months	1 month
Intensive	30-50	High	2 months	1 month

23 e) Maintain regular and appropriate contact with clients or with person(s)
 24 responsible for providing care, in the case of dependent clients. Periodicity should be based on client
 25 need and acuity level and on minimum standards set by ADMINISTRATOR in the Standards of Care, as
 26 noted above.

27 3) Education: Incorporate general and client-specific prevention education into case
 28 management sessions.

29 4) Individualized Service Plan (ISP):

30 a) Develop an ISP with specific client goals, actions to be taken, timeframes for
 31 actions, and responsible parties for each activity within thirty (30) calendar days of the client's intake.

32 b) Work collaboratively with the client and involve the client in the development
 33 of the ISP.

34 c) Modify the ISP as the client's needs change. CONTRACTOR shall update the
 35 ISP at a minimum of every six (6) months.

36 5) Referral/Advocacy and Coordination of Services:

37 a) Based on the client's intake and assessment (acuity level), refer client to the

1 appropriate health, social services, and entitlement programs available in-house or in the community
2 (inclusive of HIV-related and non-HIV-related private and/or governmental services).

3 b) Contact agency to which client was referred to make sure linkages were
4 established.

5 6) Follow-Up and Monitoring:

6 a) Periodically contact clients to assess and re-evaluate client's level of
7 functioning and changing clinical and psychological needs based on assessed acuity.

8 b) Respond in a timely and appropriate manner to client requests for assistance
9 and to client needs.

10 c) Conduct follow-up on clients who fall out of care.

11 7) Coordination of Medical Care:

12 a) Assess client's access to medical care and any barriers to care. Case managers
13 shall make an effort to identify barriers to adherence.

14 b) Monitor client medication adherence and provide assistance as appropriate.

15 c) Communicate barriers to adherence to client's medical care providers.

16 8) Service Closure:

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

18 b) Make reasonable and appropriate attempts to locate and communicate with
19 clients lost to follow-up before terminating services. The case manager may refer the case to an
20 outreach worker in an attempt to bring the client back into care if attempts to locate client have been
21 unsuccessful. Referrals to the outreach worker shall be documented in the client's chart as part of a
22 termination plan.

23 c) Close out the client in the data collection system within thirty (30) days of
24 service closure.

25 e. **MEDICAL CASE MANAGEMENT LEVELS**

26 1) Medical Case Management levels and service intervals are determined, first and
27 foremost, by client needs as assessed by the case manager and by best practices identified by the
28 community.

29 2) CONTRACTOR shall adhere to Standards of Care, determined by the community
30 and provided by ADMINISTRATOR, in providing services. For the purposes of this Agreement, the
31 following is provided as a guideline for assignment of clients to Medical Case Management and
32 determination of staff caseloads: Basic – The least intensive level of case management for low-acuity
33 clients who need only minimal assistance and support to meet needs. Staff performing basic level case
34 management shall have a minimum of Bachelor's degree in a social service field or comparable case
35 management experience. Basic level case management requires, at minimum, quarterly contact with
36 clients and semi-annual (every six months) reassessments of needs. Caseloads for Case Managers are
37 generally expected to be eighty-one (81) to one-hundred-ten (110) clients.

f. CONTRACTOR shall comply with ADMINISTRATOR’s program evaluation requirements, including development and implementation of a Quality Management Plan. Unless modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for Medical Case Management will include the following:

- 1) Improvement in health as measured by stable or increased CD4 counts and stable or decreased viral load;
 - 2) Decreased psycho-social needs as measured by stable or improved acuity scores;
 - 3) Increased ability to get to medical care as measured in Client Satisfaction Survey;
- and
- 4) Meeting individuals goals as measured in Client Satisfaction Survey.

4. UNITS OF SERVICE – CONTRACTOR shall, at minimum, provide the following units of service:

	<u>Units of Service</u>
Basic - Bachelor’s Level	
Face-to-face contacts	126
Unduplicated clients	70

5. STAFFING

a. 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:

ADMINISTRATIVE STAFF	<u>FTEs</u>	
Executive Director	<u>0.0500</u>	
SUBTOTAL	0.0500	
DIRECT CARE STAFF		
Executive Director	0.1000	
<u>Administrator</u> — Administrative Assistant	<u>0.2000</u>	
Case Manager	<u>0.7000</u>	1.0000
SUBTOTAL	<u>1.0000</u>	0.3000
TOTAL FTEs	<u>1.0500</u>	0.3000

b. CONTRACTOR shall employ Medical Case Managers who possess, at minimum a Bachelor’s degree in a social service field or comparable case management experience.

c. CONTRACTOR’s staff shall include person(s) who are directly responsible for supervising Case Managers, developing Medical Case Management protocols in conjunction with

1 County staff, acting as a liaison with ADMINISTRATOR, and preparing periodic programmatic reports
2 as required.

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

10 C. NON-MEDICAL CASE MANAGEMENT - CLIENT ADVOCACY

11 1. DEFINITION – The provision of basic needs assessment and assistance (through
12 appropriate referrals) in obtaining medical, social, community, legal, financial, and other needed
13 services. Client Advocacy does not require, but can include, a more comprehensive needs assessment
14 and periodic and/or minimal follow-up. Advocacy services may be used as a gate-way for registering,
15 determining client eligibility and assessing needs for other Ryan White funded services.

16 2. ELIGIBILITY

17 a. When possible, CONTRACTOR shall verify eligibility and provide services to
18 individuals who meet Ryan White eligibility requirements.

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

22 ~~_____ e~~ b. Clients may not be enrolled in a case management program and must be
23 able to follow up on referrals with minimal assistance. Clients needing ongoing and/or regular
24 assistance and support to access services should be referred to case management services.

25 c. When possible, eligibility should be evaluated at least every six (6) months.

26 3. SCOPE OF SERVICES

27 a. CONTRACTOR shall provide access to Client Advocacy services. Services must be
28 consistent with Standards of Care provided by ADMINISTRATOR. These services ensure timely and
29 coordinated access to appropriate levels of health and support services.

30 b. CONTRACTOR shall provide Client Advocacy activities as follows:

31 1) Client Intake and Basic Assessment: Perform client intake and basic assessment
32 within five (5) business days of the client's referral or initial client contact. Intake should include
33 gathering of pertinent client information necessary to assist client with education and referral services.
34 Areas of assessment should be based on client's expressed needs and may include, but not be limited to:
35 medical need; understanding of HIV transmission factors; substance use; mental health issues; financial
36 needs; nutritional needs; housing and living situation; social and emotional support; legal issues; and
37 transportation.

2) Education: Provide education about community resources as appropriate. Client education may take place outside from one-on-one services and include such activities as newsletters, group education sessions, social network sites.

3) Referral/Advocacy and Coordination of Services: Based on the client's intake and assessment, refer client to the appropriate health, social services, and entitlement programs available in-house or in the community (inclusive of HIV-related and non-HIV-related private and/or governmental services).

gc. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation requirements, including development and implementation of a Quality Management Plan. Unless modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for Client Advocacy will include client linkage to services.

4. UNITS OF SERVICE – CONTRACTOR shall, at minimum, provide the following units of service:

	<u>Units of Service</u>
Client Advocacy	
— Encounters	140
— Unduplicated clients	70

~~a.~~ a. An encounter shall be ~~fifteen (15)~~ thirty (30) minutes in duration and shall consist of any one-on-one contact (i.e. face-to-face, telephone) with a client to provide referral, education, or information regarding needed services.

	<u>Units of Service</u>
<u>Client Advocacy</u>	
<u>— Encounters</u>	<u>140</u>
<u>— Unduplicated clients</u>	<u>70</u>

5. STAFFING

~~a.~~ a. 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:

	<u>FTEs</u>
ADMINISTRATIVE STAFF	
— Executive Director	0.0500
SUBTOTAL	0.0500
DIRECT CARE STAFF	
— Executive Director	0.1000
— Administrative Assistant	0.2000

1	Case Manager		1.0000
2	SUBTOTAL		1.3000
3	<u>Executive Director</u>	<u>0.150</u>	
4	<u>Administrator</u>	<u>0.200</u>	
5	<u>Case Manager</u>	<u>0.30</u>	
6	<u>SUBTOTAL</u>	<u>0.650</u>	
7			
8	TOTAL FTEs	<u>0.650</u>	1.3500
9			

D. MENTAL HEALTH SERVICES

1. DEFINITION – Psychological and psychiatric treatment and counseling services offered to individuals with a diagnosed mental condition provided by a mental health professional licensed or authorized within the state to render such services. This typically includes psychiatrists, psychologists, marriage and family therapist, licensed clinical social workers, and appropriate interns. Services may include individual counseling and/or therapeutic or group counseling.

2. ELIGIBILITY

a. CONTRACTOR shall verify eligibility and provide Mental Health services to individuals who:

- 1) Meet Ryan White eligibility requirements;
- 2) Are living at or below three hundred percent (300%) of the Federal poverty level;

and

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

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

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

3. SCOPE OF SERVICES

a. CONTRACTOR shall provide access to mental health services to eligible populations. Services must be consistent with Standards of Care for Mental Health provided by ADMINISTRATOR. CONTRACTOR shall conduct the following activities:

1) Client Intake:

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

1 reporting.

2 b) Provide client with information that includes: client's rights and
3 responsibilities, information about filing a grievance, and notice of privacy practices. The case manager
4 should also obtain required documents, including: consent for client information to be entered in
5 Countywide database, consent for treatment form, signed receipt of rights and responsibilities, signed
6 receipt of information on the grievance process, and releases of information as appropriate.

7 2) Comprehensive Assessment:

8 a) Begin assessment of client within one (1) week of client intake and complete
9 assessment within thirty (30) days. Areas of assessment should include, but not be limited to: mental
10 health issues, medical need; understanding of HIV transmission factors; substance use; financial needs;
11 social support, emotional support, legal issues, education and employment, and spirituality.

12 b) Conduct ongoing reassessments based on client's need but at minimum of once
13 every twelve (12) months.

14 3) Individualized Treatment Plan (ITP):

15 a) Develop an ITP with specific client goals, interventions proposed, timeframes
16 for actions, and Client Work Plan within two (2) weeks of completion of the comprehensive assessment.

17 b) Review and revise ITP as necessary, at a minimum of every twelve (12)
18 months.

19 4) Treatment Provision:

20 a) Provide individual therapy and/or group counseling sessions to clients based on
21 the treatment plan developed for each client. Maintain progress notes or summary notes for all sessions.

22 b) Provide clients in crisis with immediate evaluation and, as appropriate based on
23 evaluation, counseling and/or referral. CONTRACTOR shall only be responsible for providing services
24 to clients in crisis during regular business hours;

25 5) Referrals / Coordination of Services / Linkages: Develop linkages with other
26 community providers and mental health resources for client referrals, as appropriate. These providers
27 and resources shall include, but not be limited to, other Orange County HIV care and treatment
28 programs, case managers, and HIV education/prevention programs designed to prevent HIV
29 transmission; and

30 6) Service Closure:

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

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

34 dh. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation
35 requirements, including development and implementation of a Quality Management Plan. Unless
36 modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for
37 Mental Health services will include the following:

- 1) Development of individual treatment plans;
- 2) Met goals stated in individual treatment plans; and
- 3) Increased ability to cope with HIV disease as measured in Client Satisfaction

Survey.

4. UNITS OF SERVICE

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

	<u>Units of Service</u>
One-on-One Counseling Units	415
Unduplicated clients	42
Group Counseling Units	400

#

- b. An individual counseling unit shall be fifty (50) minutes in duration.

c. A group counseling unit shall be thirty (30) minutes in duration and shall consist of face-to-face contact between one or more therapists and a group of no fewer than two (2) clients.

d. The usual maximum number of sessions provided under this service category is fifteen (15) visits per client.

e. Based on a client's therapeutic need, the therapist may increase the number of visits to twenty-five (25) with prior written approval using the Prior Authorization for Mental Health Services form.

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5. STAFFING

- a. 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:

ADMINISTRATIVE STAFF	<u>FTEs</u>
Executive Director	<u>0.0500</u>
SUBTOTAL	0.0500
DIRECT CARE STAFF	
Executive Director	<u>0.0500</u>
SUBTOTAL	0.0500
TOTAL FTEs	0.1000

- b. CONTRACTOR shall adhere to staffing requirements as stated in Standards of Care for Mental Health provided by ADMINISTRATOR services.

1 c. Interns shall be post-masters and working on clinical hours toward licensing as a
 2 Marriage and Family Therapist, licensed Clinical Social Worker, or Clinical Psychologist. Any
 3 exceptions must be approved by ADMINISTRATOR.

4 d. The person responsible for supervision of mental health professional staff shall be a
 5 licensed mental health professional with HIV-related clinical experience, in conformity with California
 6 law.

7 ~~D.F.~~ HOME-DELIVERED MEALS SERVICES

8 1. DEFINITION - The provision of nutritionally-balanced meals to individuals living with
 9 HIV disease who are home-bound due to disability. A medical care provider must prescribe home-
 10 delivered meals. For each client, initial and quarterly meal assessments are to be performed to determine
 11 nutritional needs and/or dietary restrictions.

12 2. ELIGIBILITY

13 a. CONTRACTOR shall verify and provide Home Delivered Meals services to
 14 individuals who:

- 15 1) Meet Ryan White eligibility requirements;
- 16 2) Are living at or below one hundred fifty percent (150%) of the federal poverty
 17 level; and
- 18 3) Are home bound due to a physical disability and/or unable to independently prepare
 19 meals as verified by a physician or nurse case manager.
- 20 4) Are in a Nurse Case Management program.

21 //

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

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

26 3. SCOPE OF SERVICES

27 a. CONTRACTOR shall provide access to services to eligible populations. Services must
 28 be consistent with Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct
 29 the following activities:

30 b. Perform an initial meal assessment for each client to determine the nutritional needs
 31 and/or dietary restrictions;

32 c. Conduct, at minimum, quarterly re-evaluations of client's nutritional needs and need for
 33 services;

34 d. Ensure that each meal contains at least one (1) serving from each of the following food
 35 groups:

- 36 1) Meat, fish, poultry, dry beans, eggs, and nuts group;
- 37 2) Rice, noodles, cereal and bread group;

- 3) Fruits and vegetables group.
- e. Ensure that home-delivered meals items are inspected for quality and re-evaluated on a semi-annual basis by a registered dietitian;
- f. Provide a minimum of two (2) meals a day to eligible clients;
- g. Recruit, train, and supervise volunteer meals drivers;
- h. Coordinate and schedule volunteer drivers to deliver meals;
- i. Disseminate information describing the meal program and eligibility requirements to ensure these services are known and accessible to individuals, groups and/or private and public agencies associated with providing services to HIV-infected individuals in Orange County; and
- j. Comply with ADMINISTRATOR’s program evaluation requirements, including development and implementation of a Quality Management Plan. Unless modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for these services will include the following:
 - 1) Maintenance of client weight; and
 - 2) Client’s increased ability to take medications.

4. UNITS OF SERVICE - CONTRACTOR shall provide, at minimum, the following units of service:

	<u>Units of Service</u>
Home –Delivered Meals	7,000
Unduplicated clients	30

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5. STAFFING - CONTRACTOR shall, at a minimum, provide the following staff expressed in Full Time Equivalent (FTEs), which shall be equal to an average of forty (40) hours worked per week:

<u>DIRECT CARE STAFF</u>	FTEs	
ADMINISTRATIVE		
Executive Director	<u>0.1200</u>	0.0250
<u>Administrator</u>	<u>0.5000</u>	0.0250
SUBTOTAL		
DIRECT CARE STAFF		
Executive Director		0.1000
Administrative Assistant		0.4000
Director of Administration		0.0500
SUBTOTAL		
0.5500		
TOTAL FTEs	<u>0.6200</u>	0.5750

