

AGREEMENT FOR PROVISION OF
HIV PREVENTION SERVICES

BETWEEN

COUNTY OF ORANGE

AND

AIDS SERVICES FOUNDATION ORANGE COUNTY

JULY 1, 2010 THROUGH JUNE 30, 2011

THIS AGREEMENT entered into this 1st day of July 2010, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and AIDS SERVICES FOUNDATION 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 HIV Prevention 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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CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions	3
I. Alteration of Terms	4
II. Compliance.....	4
III. Confidentiality.....	7
IV. Cost Report.....	7
V. Delegation, Assignment and Subcontracts	9
VI. Employee Eligibility Verification.....	10
VII. Equipment	10
VIII. Facilities, Payments and Services.....	11
IX. Indemnification and Insurance.....	11
X. Inspections and Audits	12
XI. Licenses and Laws	13
XII. Maximum Obligation.....	14
XIII. Nondiscrimination.....	14
XIV. Notices.....	15
XV. Notification of Public Events and Meetings.....	16
XVI. Records Management and Maintenance.....	16
XVII. Severability.....	18
XVIII. Special Provisions	18
XIX. Status of Contractor	19
XX. Term	19
XXI. Termination.....	19
XXII. Third Party Beneficiary.....	21
XXIII. Waiver of Default or Breach.....	21
Signature Page	23
 <u>EXHIBIT A</u>	
I. Budget	1
II. Payments	2
III. Reports.....	3
IV. Services	4
V. Staffing	9

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REFERENCED CONTRACT PROVISIONS

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2
3 **Term:** July 1, 2010 through June 30, 2011

4
5 **Maximum Obligation:** \$225,000 ~~\$175,000~~

6
7 **Basis for Reimbursement:** Actual Cost

8
9 **Payment Method:** Actual Cost

10
11 **Notices to COUNTY and CONTRACTOR:**

12
13 **COUNTY:** County of Orange
Health Care Agency
14 Contract Development and Management
15 405 West 5th Street, Suite 600
16 Santa Ana, CA 92701-4637

17
18 **CONTRACTOR:** AIDS Services Foundation Orange County
19 Attention: Executive Director
20 17982 Sky Park Circle, Suite J
21 Irvine, California 92614

22
23 **CONTRACTOR's Insurance Coverages:**

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

1 **I. ALTERATION OF TERMS**

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

7
8 **II. COMPLIANCE**

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

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

14 2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and
15 members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")
16 relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related
17 policies and procedures.

18 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or
19 establish its own.

20 4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy
21 of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty
22 (30) calendar days of award of this Agreement.

23 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's
24 Compliance Program is accepted. CONTRACTOR shall take necessary action to meet said standards or
25 shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program.

26 6. Upon approval of CONTRACTOR's Compliance Program by ADMINISTRATOR's
27 Compliance Officer, CONTRACTOR shall ensure that its employees, subcontractors, interns,
28 volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered
29 Individuals") relative to this Agreement are made aware of CONTRACTOR's Compliance Program and
30 related policies and procedures.

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

35 B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence
36 by ADMINISTRATOR's employees and contract providers.

37 //

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

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

6 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or
7 establish its own.

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

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

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

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

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

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

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

31 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
32 federal health care programs; or

33 b. has been convicted of a criminal offense related to the provision of health care items or
34 services and has not been reinstated in the federal health care programs after a period of exclusion,
35 suspension, debarment, or ineligibility.

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

1 Agreement.

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

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

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

17 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
18 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
19 screened. Such individual or entity shall be immediately removed from participating in any activity
20 associated with this AGREEMENT. ADMINISTRATOR will determine if any repayment is necessary
21 from CONTRACTOR for services provided by ineligible person or individual.

22 D. REIMBURSEMENT STANDARDS

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

26 2. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for
27 payment or reimbursement of any kind.

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

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

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

36 1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals;
37 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated

1 representative to complete all Compliance Trainings when offered.

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

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

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

8
9 **III. CONFIDENTIALITY**

10 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
11 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
12 regulations, as they now exist or may hereafter be amended or changed.

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

17 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
18 consents for the release of information from all persons served by CONTRACTOR pursuant to this
19 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with California Civil
20 Code, Division 1, Part 2.6 relating to Confidentiality of Medical Information.

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

24 B. Prior to providing any services pursuant to this Agreement, all CONTRACTOR members of the
25 Board of Directors or its designee or authorized agent, employees, consultants, subcontractors,
26 volunteers and interns shall agree, in writing, with CONTRACTOR to maintain the confidentiality of
27 any and all information and records which may be obtained in the course of providing such services.
28 The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations
29 of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
30 consultants, subcontractors, volunteers and interns.

31
32 **IV. COST REPORT**

33 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days
34 following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance
35 with all applicable federal, state and county requirements and generally accepted accounting principles.
36 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
37 and funding sources in accordance with such requirements and consistent with prudent business

1 practice,

2 //

3 which costs and allocations shall be supported by source documentation maintained by
4 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

8 a. CONTRACTOR may be assessed a late penalty of one hundred dollars (\$100) for each
9 business day after the above specified due date that the accurate and complete Cost Report is not
10 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
11 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
12 CONTRACTOR.

13 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
14 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the Cost
15 Report is delivered to ADMINISTRATOR.

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

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

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

29 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
30 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth
31 on Page 3 of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not
32 reimbursable pursuant to applicable federal, state and county laws, regulations and requirements. Any
33 payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an
34 unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or
35 other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or
36 COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the
37 reimbursement due COUNTY.

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

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

12 F. The Cost Report shall contain the following attestation, which may be typed directly on or
13 attached to the Cost Report:

14
15 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
16 supporting documentation prepared by _____ for the cost report period
17 beginning _____ and ending _____ and that, to the best of my
18 knowledge and belief, costs reimbursed through this Agreement are reasonable and
19 allowable and directly or indirectly related to the services provided and that this Cost
20 Report is a true, correct, and complete statement from the books and records of
21 (provider name) in accordance with applicable instructions, except as noted. I also
22 hereby certify that I have the authority to execute the accompanying Cost Report.

23
24 Signed _____
25 Name _____
26 Title _____
27 Date _____"

28
29 **V. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

30 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
31 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
32 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
33 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as
34 they relate to the service or activity under subcontract, and include any provisions that
35 ADMINISTRATOR may require. No subcontract shall terminate or alter the responsibilities of
36 CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights
37 hereunder, either in whole or in part, without the prior written consent of COUNTY.

1 B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit
2 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty
3 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall
4 be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in
5 derogation of this paragraph shall be void. ADMINISTRATOR may disallow, from payments
6 otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this
7 paragraph.

8 C. For CONTRACTORS which are for-profit organizations, any change in the business structure,
9 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
10 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
11 change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an
12 assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this
13 paragraph shall be void.

14 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

15 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
16 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors
17 and consultants performing work under this Agreement meet the citizenship or alien status requirement
18 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
19 subcontractors and consultants performing work hereunder, all verification and other documentation of
20 employment eligibility status required by federal or state statutes and regulations including, but not
21 limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently
22 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
23 covered employees, subcontractors and consultants for the period prescribed by the law.
24

25 **VII. EQUIPMENT**

26 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as
27 moveable property of a relatively permanent nature with significant value. Equipment which costs
28 \$5,000 or over, including sales taxes, freight charges and other taxes are considered Fixed Assets.
29 Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are
30 considered Minor Equipment or Controlled Assets. The cost of Equipment purchased, in whole or in
31 part, with funds paid pursuant to this Agreement shall be depreciated according to generally accepted
32 accounting principles.
33

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

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

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

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

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

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

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

26 **VIII. FACILITIES, PAYMENTS AND SERVICES**

27
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.

33 **IX. INDEMNIFICATION AND INSURANCE**

34
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
7 request 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 3 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
14 of 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
16 of, 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 3 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
26 **X. INSPECTIONS AND AUDITS**

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

36 B. CONTRACTOR shall actively participate and cooperate with any person specified in
37 subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this

1 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
2 evaluation or monitoring.

3 C. AUDIT RESPONSE

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

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

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

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

23
24 **XI. LICENSES AND LAWS**

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

32 B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and
33 requirements as they exist now or may be hereafter amended or changed.

34 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

37 a. In the case of an individual contractor, his/her name, date of birth, social security

1 number, and residence address;

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

5 //

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

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

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

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

18
19 **XII. MAXIMUM OBLIGATION**

20 The Maximum Obligation of COUNTY for services provided in accordance with this Agreement is
21 as specified on Page 3 of this Agreement.

22
23 **XIII. NONDISCRIMINATION**

24 **A. EMPLOYMENT**

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

35 2. All solicitations or advertisements for employees placed by or on behalf of
36 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
37 without regard to ethnic group identification, race, religion, ancestry, creed, color, sex, marital status,

1 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental
2 disability. Such requirement shall be deemed fulfilled by use of the phrase “an equal opportunity
3 employer.”

4 3. In the event of non-compliance with this paragraph or as otherwise provided by federal and
5 state law, this Agreement may be terminated or suspended in whole or in part and CONTRACTOR may
6 be declared ineligible for further contracts involving federal or state funds.

7 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the
8 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
9 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age
10 (40 and over), sexual orientation, medical condition, or physical or mental disability pursuant to all
11 applicable federal and state laws and regulations, as all may now exist or be hereafter amended or
12 changed.

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

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

23
24 **XIV. NOTICES**

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

- 27 1. When written and deposited in the United States mail, first class postage prepaid and
28 addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR;
29 2. When faxed, transmission confirmed;
30 3. When sent by electronic mail; or
31 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
32 Service, or other expedited delivery service.

33 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
34 otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed,
35 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
36 expedited delivery service.

37 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of

1 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
2 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
3 damage to any COUNTY property in possession of CONTRACTOR.

4 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
5 ADMINISTRATOR.

6 //

7 **XV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

15 **XVI. RECORDS MANAGEMENT AND MAINTENANCE**

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

19 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),
20 75055(a), 75343(a), and 77143(a).

21 2. 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
25 Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies
26 (see COUNTY HIPAA P&P 1-2). CONTRACTOR shall mitigate to the extent practicable, the known
27 harmful effect of any use or disclosure of protected health information made in violation of federal or
28 state regulations and/or COUNTY policies.

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

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

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

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

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 patients be provided the right to access or receive a copy of their DRS and/or request
4 addendum to their records. 45 CFR §164.501, defines DRS as a group of records maintained by or for a
5 covered entity that is:

6 //

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

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

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

12 G. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
13 security of personally identifiable information (hereinafter "PII") and/or protected health information
14 (hereinafter "PHI"). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or
15 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone
16 and email or facsimile.

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

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

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

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

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

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

35 N. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request
36 within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that
37 is requested by the PRA request.

XVII. SEVERABILITY

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

XVIII. SPECIAL PROVISIONS

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

1. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
2. Providing inpatient hospital services or purchasing major medical equipment.
3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
4. Making cash payments to intended recipients of services through this Agreement.
5. Contracting or subcontracting with any entity other than an individual or nonprofit entity, unless no non-profit is able and willing to provide such services.
6. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, U.S.C.A, Section 1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
7. Supplanting current funding for existing services.
8. Fundraising.
9. Payment of home mortgages; direct maintenance expense (tires, repairs, etc.) of a privately owned vehicle or any other cost associated with a vehicle, such as lease or loan payments, insurance, or license and registration fees; payment of local or state personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may levied). This restriction does not apply to vehicles operated by organizations for program purposes.
10. To meet professional licensure or program licensure requirements.
11. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, or members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
12. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.

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

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

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

5 3. Payment for grant writing, consultants, certified public accounting, or legal services not
6 approved in advance by ADMINISTRATOR.

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

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

12
13 **XIX. STATUS OF CONTRACTOR**

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

25
26 **XX. TERM**

27 The term of this Agreement shall commence and terminate as specified on Page 3 of this
28 Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however,
29 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,
30 including but not limited to, obligations with respect to confidentiality, indemnification, audits,
31 reporting and accounting.

32
33 **XXI. TERMINATION**

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

36 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
37 five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this

1 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty
2 (30) calendar days for corrective action.

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

- 5 1. The loss by CONTRACTOR of legal capacity.
- 6 2. Cessation of services.

7 //

8 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
9 another entity without the prior written consent of COUNTY.

10 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
11 required pursuant to this Agreement.

12 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of
13 this Agreement.

14 6. The continued incapacity of any physician or licensed person to perform duties required
15 pursuant to this Agreement.

16 7. Unethical conduct or malpractice by any physician or licensed person providing services
17 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
18 removes such physician or licensed person from serving persons treated or assisted pursuant to this
19 Agreement.

20 D. CONTINGENT FUNDING

21 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

22 a. The continued availability of federal, state and county funds for reimbursement of
23 COUNTY's expenditures, and

24 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
25 approved by the Board of Supervisors.

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

28 E. In the event this Agreement is terminated prior to the completion of the term as specified on
29 Page 3 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum
30 Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

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

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

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

37 3. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,

1 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
2 orderly transfer.

3 4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
4 their best interests.

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

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8 6. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
9 supplies purchased with funds provided by COUNTY.

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

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

18
19 **XXII. THIRD PARTY BENEFICIARY**

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

22
23 **XXIII. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 AIDS SERVICES FOUNDATION ORANGE COUNTY

5
6
7 BY: _____ DATED: _____

8 TITLE: _____
9

10
11
12
13
14 COUNTY OF ORANGE

15
16 BY: _____ DATED: _____

17 CHAIR OF THE BOARD OF SUPERVISORS

18
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

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

EXHIBIT A
 TO AGREEMENT WITH
 AIDS SERVICES FOUNDATION ORANGE COUNTY
 FOR THE PROVISION OF HIV PREVENTION SERVICES
 JULY 1, 2010 THROUGH JUNE 30, 2011

I. BUDGET

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

HIV-Positive MSM		
ADMINISTRATIVE COSTS		
Salaries	<u>\$ 6,567</u>	\$ 4,101
Benefits	<u>1,510</u>	943
Services and Supplies	<u>900</u>	756
SUBTOTAL	<u><u>\$ 8,977</u></u>	\$ 5,800
 PROGRAM COSTS		
Salaries	<u>\$ 97,967</u>	\$ 83,606
Benefits	<u>22,532</u>	19,229
Services and Supplies	<u>31,481</u>	16,365
SUBTOTAL	<u><u>\$151,980</u></u>	\$119,200
 TOTAL NET COSTS	 <u><u>\$160,957</u></u>	 \$125,000

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High-Risk Latino MSM**ADMINISTRATIVE COSTS**

Salaries	\$ 3,268	\$ 2,787
Benefits	752	641
Services and Supplies	600	517
SUBTOTAL	\$ 4,620	\$ 3,945

PROGRAM COSTS

Salaries	\$ 37,303	\$ 31,813
Benefits	8,576	7,317
Services and Supplies	13,544	6,925
SUBTOTAL	\$ 59,423	\$ 46,055

TOTAL NET COSTS

\$ 64,043	\$ 50,000
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TOTAL CONTRACT COSTS

<u>\$225,000</u>	\$175,000
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B. CONTRACTOR shall provide a written narrative justifying each budget line item and for any budget revisions thereafter. The narrative budget justification shall include all pertinent information as required by ADMINISTRATOR.

C. CONTRACTOR's cumulative total costs shall be evaluated monthly and compared to the target cumulative total costs. If CONTRACTOR's cumulative total costs deviate ten percent (10%) either above or below the target, ADMINISTRATOR may request a written justification and a corrective action plan or request a budget revision. In the event CONTRACTOR's costs are ten percent (10%) or more below the target and CONTRACTOR's plan is not acceptable to ADMINISTRATOR, or CONTRACTOR fails to submit a plan within the time period specified by ADMINISTRATOR, ADMINISTRATOR may reduce the Maximum Obligation as set forth on Page 3 of this Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of said reduction.

II. PAYMENTS

A. BASIS FOR REIMBURSEMENT - COUNTY shall pay CONTRACTOR for the actual costs of providing the services described hereunder, less revenues which are actually received by CONTRACTOR; provided, however, the total of such payments shall not exceed the COUNTY's Maximum Obligation, as set forth on Page 3 of this Agreement or adjusted in accordance with subparagraph I.C. of this Exhibit A to the Agreement, and provided further, that CONTRACTOR's costs are allowable pursuant to applicable federal, state and county regulations.

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1 B. PAYMENT METHOD - COUNTY shall pay CONTRACTOR monthly in arrears based on
2 actual costs of services. CONTRACTOR's billings shall be on a form approved or provided by
3 ADMINISTRATOR. Billings are due by the tenth (10th) business day of each month, and payments to
4 CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after
5 receipt of the correctly completed billing form.

6 C. Monthly payments are interim payments only, and subject to final settlement in accordance
7 with the Cost Report paragraph of this Agreement.

8 D. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source
9 documentation including, but not limited to, ledgers, books, vouchers, journals, time sheets, payrolls,
10 appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks,
11 receipts, receiving records, and records of services provided. ADMINISTRATOR may require
12 CONTRACTOR to submit documentation in support of the monthly billing.

13 E. No single monthly payment to CONTRACTOR shall exceed ten percent (10%) of COUNTY's
14 Maximum Obligation as set forth on Page 3 of this Agreement, unless approved in writing by
15 ADMINISTRATOR.

16 F. ADMINISTRATOR may withhold or delay any payment, if CONTRACTOR fails to comply
17 with any provision of this Agreement.

18 G. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
19 and/or termination of this Agreement.

20
21 **III. REPORTS**

22 A. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR,
23 financial and/or programmatic reports as requested by ADMINISTRATOR concerning
24 CONTRACTOR's
25 activities as they relate to this Agreement. ADMINISTRATOR will be specific as to the nature of the
26 information requested and allow thirty (30) calendar days for CONTRACTOR to respond.

27 B. FISCAL – CONTRACTOR shall electronically submit a monthly Expenditure and Revenue
28 Report to ADMINISTRATOR and designated COUNTY staff in support of the monthly invoice. These
29 reports shall be on a form acceptable to, or provided by ADMINISTRATOR, and shall report units of
30 service provided and actual costs and revenues for each of CONTRACTOR's program(s) or cost
31 center(s) described in the Services paragraph of this Exhibit A to the Agreement. The reports shall be
32 received by ADMINISTRATOR no later than ten (10) business days following the end of the month
33 being reported.

34 C. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR,
35 semi-annual narrative reports of services provided. The reports shall be received by the
36 ADMINISTRATOR on January 20, 2011 and July 20, 2011.

37 D. CONTRACTOR shall submit monthly staffing reports to ADMINISTRATOR. These reports

1 shall be on a form acceptable to, or provided by ADMINISTRATOR, and shall include, but not be
2 limited to, employees' names, positions, actual hours worked, and when and which staff have completed
3 Compliance Training in accordance with the Compliance paragraph of this Agreement.

4 E. CONTRACTOR shall submit quarterly, year-end projection reports to ADMINISTRATOR.
5 These reports shall be on a form approved or provided by ADMINISTRATOR and shall include, but not
6 be limited to, anticipated year-end actual costs and revenue for CONTRACTOR's program(s) or cost
7 center(s) described in the Services paragraph of this Exhibit A to the Agreement. Said projection
8 reports shall be submitted by October 15, 2010, January 15, 2011 and April 15, 2011 unless otherwise
9 agreed to in writing by ADMINISTRATOR.

10 F. CONTRACTOR shall submit a calendar of events to ADMINISTRATOR by July 30, 2010.

11 G. QUALITY MANAGEMENT (QM) PLAN – CONTRACTOR shall submit a QM plan in a
12 form approved or provided by ADMINISTRATOR by July 20, 2011. Upon written approval of the QM
13 plan by ADMINISTRATOR, CONTRACTOR shall implement the QM plan, which will be monitored
14 on an ongoing basis.

15 H. QUALITY MANAGEMENT REPORTS – CONTRACTOR shall submit a QM Report with
16 appropriate signature(s) to ADMINISTRATOR by July 20, 2011. The QM Report shall be submitted in
17 a format provided or approved by ADMINISTRATOR. The QM Report shall include but not be limited
18 to:

- 19 1. Summary of QM activities;
- 20 2. Summary of findings; and
- 21 3. Summary of how findings will be addressed.

22 **IV. SERVICES**

23
24 A. HIV-POSITIVE MSM - CONTRACTOR shall provide HIV prevention services to eligible
25 individuals, with emphasis on HIV-positive Men Who Have Sex With Men (MSM) who engage in, or
26 are likely to engage in, unprotected sex, for the purposes of increasing their understanding and
27 awareness about HIV transmission and risk reduction. Behavioral risk groups are selected based upon
28 epidemiological data, and are identified in the 2007-2010 Orange County Comprehensive HIV
29 Prevention Plan developed by the Orange County HIV Prevention Planning Committee as required and
30 approved by the State of California, Office of AIDS. CONTRACTOR shall prepare and adhere to a
31 timeline for key activities for the services specified below.

32 1. Group-Level Interventions - Group-level interventions are designed for individuals to have
33 sufficient time to learn, discuss and practice risk reduction skills.

34 a. By June 30, 2011, CONTRACTOR shall conduct a minimum of eighteen (18) core
35 group meetings designed to reduce isolation. The core group meetings shall cover issues specific to
36 adopting and reinforcing positive behavior change. Nine (9) of the meetings will be in English and nine
37 (9) meetings will be in Spanish. CONTRACTOR shall recruit four (4) English-speaking and four (4)

1 //

2 Spanish-speaking participants of core group meetings to obtain input and direction for program design
3 and implementation of community building events.

4 b. CONTRACTOR's documentation for core group meetings shall include, but not be
5 limited to dated meeting logs, sign-in sheets and core group meeting agendas. Evaluation methods shall
6 include, but not be limited to the following: At the end of each core group meeting, eighty percent
7 (80%) of individuals will report a decrease in social isolation due to HIV disease.

8 c. CONTRACTOR shall, maintain a clear protocol for obtaining and maintaining
9 appropriate documentation of HIV status for clients. While clients may initially self-report HIV status,
10 it is CONTRACTOR's responsibility to confirm and document HIV status prior to reporting units of
11 service to ADMINISTRATOR, entering information into California Department of Public Health
12 (CDPH) database, and for the purposes of site visits and/or audits, have documentation available for
13 review. Acceptable forms of documentation are as follows:

- 14 1) Western Blot;
- 15 2) Enzyme-linked immunoassay (ELISA);
- 16 3) Verification of HIV (VOH) form signed by a doctor with at least one of these items
17 mentioned: indication that client is being treated for HIV/AIDs or statement of quantitative viral load;
- 18 4) Confirmation from ADMINISTRATOR database system verifying client's status;

19 or

- 20 5) Referral from provider that has verified serostatus.

21 2. Group Level Intervention (GLI) – Mpowerment Workshops.

22 a. Mpowerment workshops (M-Group workshops) are designed to increase prevention
23 behaviors, improve personal attitudes toward HIV and sexually transmitted disease (STD) prevention,
24 and increase a sense of personal responsibility for practicing safer sex. CONTRACTOR staff
25 facilitating M-Group workshops shall complete Mpowerment training.

26 b. By June 30, 2010, CONTRACTOR shall conduct a minimum of ~~ten (10)~~ thirteen (13)
27 M-Group workshops for a minimum of three (3) hours in length, consisting of a minimum of ~~five (5)~~
28 seven (7) English speaking workshops and a minimum of ~~five (5)~~ six (6) Spanish speaking workshops to
29 ~~one hundred (100) unduplicated individuals, fifty (50)~~ a total of two hundred (200) unduplicated
30 individuals ~~clients for each workshop.~~

31 c. CONTRACTOR's documentation for M-Group workshops shall include, but not be
32 limited to, sign-in sheets, safer sex competency check sheets, and pre- and post-test scores. M-Group
33 workshops shall be in the form of small group discussions around prevention and health topics, and
34 shall be conducted in a variety of venues including, but not limited to, cafes and conference facilities.
35 Evaluation methods shall include, but not be limited to the following:

- 36 1) At the end of each M-Group workshop, eighty percent (80%) of individuals will
37 demonstrate competency in utilizing the items in the safer sex kits.

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2 2) At the end of each M-Group workshop, eighty percent (80%) of individuals will
3 identify risk factors for HIV transmission and appropriate risk reduction techniques.

4 3) At the end of each M-Group workshop, eighty percent (80%) of individuals will
5 rate the workshop content as valuable in the evaluations/survey process.

6 4) At the end of each M-Group workshop, individuals will document how they were
7 made aware of the workshop (e.g., promotional flyer, personal ad or community outreach worker).

8 3. Individual-Level Interventions (ILI) - Individual-level interventions include a minimum of
9 three (3) risk reduction counseling sessions designed to assist the client in identifying risk behaviors,
10 developing a risk reduction plan and implementing risk reduction goals. ILI shall facilitate linkages to
11 services in both clinic and community settings (e.g. substance abuse treatment setting) in support of
12 behaviors and practices that prevent transmission of HIV.

13 a. June 30, 2011, CONTRACTOR shall conduct a minimum of thirty-two (32) risk
14 reduction counseling sessions to a minimum of sixteen (16) unduplicated English-speaking individuals
15 and a minimum of thirty-two (32) risk reduction counseling sessions to a minimum of sixteen (16)
16 unduplicated Spanish-speaking individuals, and shall make referrals when appropriate.

17 b. CONTRACTOR shall document risk reduction counseling sessions, and shall address
18 progress or barriers to progress. CONTRACTOR's documentation shall include, but not be limited to,
19 basic demographics, risky behaviors, competency in utilizing the items in safer sex kits, client's stage of
20 behavior change, and referrals offered. Evaluation components shall include, but not be limited to the
21 following:

22 1) By June 30, 2011, eighty percent (80%) of individuals will complete all three risk
23 reduction sessions.

24 2) At the end of the first session, seventy-five percent (75%) of individuals will
25 identify at least one behavioral risk reduction goal and will develop a risk reduction plan.

26 3) By the final session, sixty percent (60%) of individuals will report at least one new
27 harm reduction behavior.

28 4) One hundred percent (100%) of all HIV-positive individuals will be offered partner
29 counseling and referral services.

30 c. CONTRACTOR shall maintain a clear protocol for obtaining and maintaining
31 appropriate documentation of HIV status for clients. While clients may initially self-report HIV status,
32 it is CONTRACTOR's responsibility to confirm and document HIV status prior to reporting client to
33 ADMINISTRATOR, entering information into CDPH database, and for the purposes of site visits
34 and/or audits, have documentation available for review. Acceptable forms of documentation are as
35 follows:

36 1) Western Blot;

37 2) ELISA;

- 1 3) Verification of HIV (VOH) form signed by a doctor with at least one of these items
2 mentioned: indication that client is being treated for HIV/AIDs, or statement of quantitative viral load;
3 4) Confirmation from ADMINISTRATOR database system verifying client's status;
4 or
5 5) Referral from provider that has verified serostatus.

6 B. HIGH-RISK LATINO MSM - CONTRACTOR shall provide HIV prevention services to
7 eligible individuals, with emphasis on high-risk Latino men who have sex with men, between the ages
8 of eighteen (18) and twenty-nine (29), who are Spanish-speaking and engage in, or are likely to engage
9 in, unprotected sex, for the purposes of increasing their understanding and awareness about HIV
10 transmission and risk reduction. Behavioral risk groups are selected based upon epidemiological data,
11 and are identified in the 2007-2010 Orange County Comprehensive HIV Prevention Plan developed by
12 the Orange County HIV Planning Committee as required and approved by the State of California, Office
13 of AIDS. CONTRACTOR shall prepare and adhere to a timeline for key activities for the services
14 specified below.

15 1. Group-Level Interventions - Group-level interventions are designed for individuals to have
16 sufficient time to learn, discuss and practice risk reduction skills.

17 a. By June 30, 2011, CONTRACTOR shall conduct a minimum of forty (40) core group
18 meetings designed to promote community building among the target population. CONTRACTOR shall
19 recruit thirty (30) Spanish-speaking Latino MSM individuals from the core group meetings to carry out
20 project activities to a minimum of seventy-five (75) unduplicated individuals.

21 b. CONTRACTOR's documentation for core group meetings shall include, but not be
22 limited to sign-in sheets and individual surveys which demonstrate the client's intent to adopt or
23 maintain safer behaviors. Evaluation components shall include, but not be limited to the following:

24 1) By June 30, 2011, fifty percent (50%) of core group members will report they have
25 taken an HIV test.

26 2) By June 30, 2011, ninety percent (90%) of core group meeting members shall be
27 referred to rapid HIV testing on-site.

28 2. Group Level Intervention – Mpowerment Workshops

29 a. Mpowerment workshops (M-Group workshops) are designed to increase prevention
30 behaviors, improve personal attitudes towards HIV and sexually transmitted disease (STD) prevention,
31 and increase a sense of personal responsibility for practicing safer sex. CONTRACTOR staff
32 facilitating M-Group workshops shall complete Mpowerment training.

33 b. By June 30, 2011, CONTRACTOR shall conduct a minimum of ~~ten (10)~~ eleven (11)
34 M-Group workshops, for a minimum of three (3) hours in length to ~~one (100)~~ three hundred (300)
35 unduplicated Spanish-speaking individuals.

36 c. CONTRACTOR's documentation for M-Group workshops shall include, but not be
37 limited to, sign-in sheets, safer sex competency check sheets, and pre- and post-test scores. M-Group

1 workshops shall be in the form of small group discussions around prevention and health topics, and
2 shall be conducted in a variety of venues including, but not limited to, cafes and conference facilities.
3 Evaluation methods shall include, but not be limited to the following:

4 1) At the end of each M-Group workshop, eighty percent (80%) of individuals will
5 demonstrate competency in utilizing the items in the safer sex kits.

6 2) At the end of each M-Group workshop, eighty percent (80%) of individuals will
7 identify risk factors for HIV transmission and appropriate risk reduction techniques.

8 3) At the end of each M-Group workshop, eighty percent (80%) of individuals will
9 rate the workshop content as valuable in the evaluations/survey process.

10 4) At the end of each M-Group workshop, individuals will document how they were
11 made aware of the workshop (e.g., promotional flyer, personal ad or community outreach worker).

12 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend units of
13 service, timelines and evaluation components contained in subparagraphs IV.A. and IV.B. above.

14 D. CONTRACTOR shall develop tools to evaluate services and shall evaluate services provided
15 pursuant to this Agreement. Evaluation tools must be approved by ADMINISTRATOR prior to
16 implementation. CONTRACTOR shall maintain on-going data collection and analysis of results.

17 E. It is understood by the parties that CONTRACTOR shall enter into cooperative agreements
18 with other Orange County HIV prevention service providers, and establish partnerships with community
19 programs, including but not limited to drug and alcohol prevention and treatment programs, and mental
20 health providers, to provide a comprehensive approach to HIV prevention. All cooperative agreements
21 must be submitted to ADMINISTRATOR for review and approval.

22 F. CONTRACTOR shall provide information on Partner Services (PS), formerly called Partner
23 Counseling Referral Services, conduct PS counseling, and refer, when appropriate, to
24 ADMINISTRATOR for third party notification services.

25 G. CONTRACTOR shall complete CDPH approved forms and input HIV prevention data into
26 CDPH database, by the fifteenth (15th) calendar day of each month, for the prior month, using the
27 prescribed format(s) necessary to meet requirements established by ADMINISTRATOR and CDPH,
28 inclusive of the Local Evaluation Online (LEO) database system. CDPH set-up shall be completed by
29 CONTRACTOR and approved by ADMINISTRATOR on or before August 31, 2011. CONTRACTOR
30 shall complete CDPH approved forms for all interventions.

31 H. Any literature, including educational and promotional materials, developed and distributed by
32 CONTRACTOR for purposes directly related to this Agreement, shall be approved by
33 ADMINISTRATOR's Prevention Materials Review Panel and Office of HIV Planning and
34 Coordination prior to dissemination and shall indicate that CONTRACTOR's services are supported by
35 federal, state, and county funds, as appropriate.

36 I. All Group Level Interventions, (i.e., rap group, workshop, or volunteer training) shall include a
37 curriculum or outline of HIV and related topics to be presented, and evaluations.

1 | GLI materials require PMRP approval prior to implementation of the GLI.

2 | //

3 | J. CONTRACTOR shall participate on the Orange County HIV Prevention Planning Committee
4 | established by ADMINISTRATOR and shall adhere to the standards set forth by the Orange County
5 | HIV Prevention Planning Committee.

6 | K. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
7 | with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of
8 | this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to
9 | promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
10 | institution, or religious belief.

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

18 | **V. STAFFING**

19 | A. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time
20 | Equivalents (FTEs), which shall be equal to an average of forty (40) hours worked per week:

	HIV +	High-Risk	
	MSM	Latino	TOTAL
	MSM	MSM	
ADMINISTRATIVE STAFF			
Director of Finance	<u>0.0190</u>	<u>0.0105</u>	<u>0.0295</u>
Staff Accountant / Finance Administrator	<u>0.0190</u>	<u>0.0105</u>	<u>0.0295</u>
Data Manager	<u>0.0190</u>	<u>0.0105</u>	<u>0.0295</u>
Accounting Clerk	<u>0.0190</u>	<u>0.0105</u>	<u>0.0295</u>
Network Administrator	<u>0.0190</u>	<u>0.0105</u>	<u>0.0295</u>
Executive Assistant	<u>0.0250</u>	<u>0.0235</u>	<u>0.0485</u>
SUBTOTAL FTEs	<u>0.1200</u>	<u>0.0760</u>	<u>0.1960</u>
PROGRAM STAFF			
Director of Health Education	<u>0.3700</u>	<u>0.3990</u>	<u>0.7690</u>
Health Educator	<u>1.0000</u>	<u>0.0000</u>	<u>1.0000</u>
Health Educator	<u>0.7500</u>	<u>0.3500</u>	<u>1.1000</u>
SUBTOTAL FTEs	<u>2.1200</u>	<u>0.7490</u>	<u>2.8690</u>

1	TOTAL FTEs	<u>2.2400</u>	<u>0.8250</u>	<u>3.0650</u>
2	//			
3			High-Risk	
4		HIV +	Latino	
5		MSM	MSM	TOTAL
6	ADMINISTRATIVE STAFF			
7	Director of Finance	0.0150	0.0090	0.0240
8	Staff Accountant / Finance Administrator	0.0150	0.0090	0.0240
9	Data Manager	0.0150	0.0090	0.0240
10	Accounting Clerk	0.0150	0.0090	0.0240
11	Network Administrator	0.0150	0.0090	0.0240
12	Executive Assistant	<u>0.0200</u>	<u>0.0200</u>	<u>0.0400</u>
13	SUBTOTAL FTEs	0.0950	0.0650	0.1600
14	PROGRAM STAFF			
15	Director of Health Education	0.3300	0.3400	0.6700
16	Health Educator	1.0000	0.0000	1.0000
17	Health Educator	<u>0.7000</u>	<u>0.3000</u>	<u>1.0000</u>
18	SUBTOTAL FTEs	2.0300	0.6400	2.6700
19	TOTAL FTEs	<u>2.1250</u>	<u>0.7050</u>	<u>2.8300</u>

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

23 C. CONTRACTOR shall maintain a time allocation system that will document the amounts
 24 charged to grant-supported projects for personnel services to ensure that staff are providing services
 25 under this Agreement based on the FTEs noted above. CONTRACTOR shall submit a monthly time
 26 and effort report, on a form approved or provided by ADMINISTRATOR, representing actual work
 27 performed by the employee during the covered period.

28 D. CONTRACTOR may augment the above paid staff with volunteers. CONTRACTOR shall
 29 provide supervision to volunteers as specified in the respective job descriptions or work contracts.

30 E. CONTRACTOR shall ensure that its employees, interns and volunteers facilitating Targeted
 31 Prevention Activities, and Partner Services complete the appropriate trainings prior to service delivery.
 32 In addition, CONTRACTOR shall ensure that appropriate staff is trained as referenced in subparagraph
 33 IV.G. above. CONTRACTOR must submit to ADMINISTRATOR documents verifying completion of
 34 all required training.

35 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend
 36 subparagraph V.A., above.

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