

AGREEMENT FOR PROVISION OF  
HIV HEALTH CARE SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND

«UC\_PROVIDER\_NAME»

«UC\_Begin\_Date» MARCH 1, 2011 THROUGH FEBRUARY 28, 2013†

THIS AGREEMENT entered into this ~~«Date»~~ 1st day of ~~«Month»~~ ~~«Year»~~, March 2011, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and «UC\_PROVIDER\_NAME», «CORP\_STATUS» (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

**WITNESSETH:**

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of HIV Health Care 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**

1 **Term:** «LC\_Begin\_Date» March 1, 2011 through February 28, 2013

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3 **Basis for Reimbursement:** Fee-for-Service

4  
5 **Payment Method:** Fee-for-Service

6 **Notices to COUNTY and CONTRACTOR:**

7  
8 **COUNTY:** County of Orange  
9 Health Care Agency  
10 Contract Development and Management  
11 405 West 5th Street, Suite 600  
12 Santa Ana, CA 92701-4637

13 **CONTRACTOR:** «LC\_Provider\_Name»  
14 «Contact»  
15 «Street\_Address»  
16 «PO\_Box»  
17 «City\_State\_Zip»

18  
19 **CONTRACTOR's Insurance Coverages:**

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

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36 **Note:** Proof of alternate insurance coverage to adequately protect COUNTY is subject to review and approval by the County of Orange Risk Management Office.  
37

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. ~~COUNTY's Health Care Agency (HCA)~~ COMPLIANCE PROGRAM - ADMINISTRATOR  
10 has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations  
11 related to federal and state health care programs.

12 1. ADMINISTRATOR shall ~~provide~~ ensure that CONTRACTOR ~~with a copy~~ is made aware  
13 of the relevant ~~HCA Policies~~ policies and ~~P~~ procedures relating to ~~the~~ ADMINISTRATOR's Compliance  
14 Program.

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

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

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

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

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

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

36 B. CODE OF CONDUCT - ~~Under the direction of the HCA Office of~~  
37 Compliance, ADMINISTRATOR has developed a Code of Conduct for adherence by all

1 ~~HCA~~ ADMINISTRATOR's employees and contract providers ~~has been developed~~.

2 1. ~~Within thirty (30) calendar days of award of this Agreement, CONTRACTOR has the~~  
3 ~~option of submitting to~~ ADMINISTRATOR ~~a signed acknowledgement and agreement~~ shall ensure that  
4 CONTRACTOR shall comply with the "HCA Contractor ~~is made aware of~~ ADMINISTRATOR's Code  
5 of Conduct" ~~specified in subparagraph B.3. below or~~.

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

9 3. CONTRACTOR has the option to ~~ADMINISTRATOR for review and comparison~~ adhere to  
10 ~~federal, state and county standards by the HCA Compliance Officer~~ ADMINISTRATOR's Code of  
11 Conduct or establish its own.

12 4. If CONTRACTOR elects to ~~have its own Code of Conduct, then it shall~~ submit a copy of  
13 its Code of Conduct, ~~HCA's~~ to ADMINISTRATOR within thirty (30) calendar days of award of this  
14 Agreement.

15 5. ADMINISTRATOR's Compliance Officer shall ~~advise CONTRACTOR of any necessary~~  
16 ~~changes to~~ determine if CONTRACTOR's Code of Conduct ~~to meet minimum standards and~~ is accepted.  
17 CONTRACTOR shall ~~either~~ take necessary action to meet said standards or shall be asked to  
18 acknowledge and agree to the "HCA Contractor ~~ADMINISTRATOR's~~ Code of Conduct" ~~specified in~~  
19 ~~subparagraph B.3. below~~.

20 3. ~~HCA~~ 6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR,  
21 CONTRACTOR ~~CODE OF CONDUCT CONTRACTOR and~~ shall ensure that its employees ~~and~~,  
22 subcontractors ~~shall~~:

23 ~~a. Comply with all applicable laws, regulations, rules, interns, volunteers, and members of~~  
24 ~~Board of Directors~~ or ~~guidelines when providing and billing for the services specified herein~~.

25 ~~b. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in~~  
26 ~~their professional dealings related~~ duly authorized agents, if appropriate, ("Covered Individuals") relative  
27 to this Agreement ~~and avoid any conduct that could reasonably be expected~~ are made aware of  
28 CONTRACTOR's Code of Conduct.

29 7. If CONTRACTOR elects to ~~reflect adversely upon the integrity of~~ adhere to  
30 ADMINISTRATOR's Code of Conduct then CONTRACTOR ~~and/or COUNTY~~.

31 ~~c. Treat COUNTY employees, clients and other COUNTY contractors fairly and with~~  
32 ~~respect~~.

33 ~~d. Not engage in any activity in violation of this~~ shall submit to ADMINISTRATOR a  
34 signed acknowledgement and agreement, ~~nor engage in any other conduct which violates any applicable~~  
35 ~~law, regulation, rule or guideline~~.

36 ~~e. Take precautions to ensure that claims are prepared and submitted accurately, timely~~  
37 ~~and are consistent with all applicable laws, regulations, rules or guidelines~~.

1 ~~f. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or~~  
2 ~~reimbursement of any kind are submitted.~~

3 ~~g. Bill only for eligible services actually rendered and fully documented and use billing~~  
4 ~~codes that accurately describe the services provided.~~

5 ~~h. Act promptly to investigate and correct problems if errors in claims or billings are~~  
6 ~~discovered.~~

7 ~~i. Promptly report to HCA's Compliance Officer any activity that CONTRACTOR~~  
8 ~~believes may violate the standards of the HCA Compliance Program, or any other applicable law,~~  
9 ~~regulation, rule or guideline.~~

10 ~~j. Promptly report to HCA's Compliance Officer any suspected violation(s) of the HCA~~  
11 ~~Contractor Code of Conduct.~~

12 ~~k. Consult with HCA's Compliance Officer if there are any questions or uncertainties shall~~  
13 ~~comply with ADMINISTRATOR's Code of any Compliance Program standard or any other applicable~~  
14 ~~law, regulation, rule or guideline Conduct.~~

15 48. Failure of CONTRACTOR to timely submit the acknowledgement of ~~the HCA Contractor~~  
16 ~~Code of Conduct or its own ADMINISTRATOR's~~ Code of Conduct shall constitute a material breach of  
17 this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from  
18 ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying  
19 party.

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

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

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

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

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

34 3. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-  
35 annually (January and July) to ensure that they have not become Ineligible Persons. CONTRACTOR  
36 shall also request that its subcontractors use their best efforts to verify that they are eligible to participate  
37 in all federal and State of California health programs and have not been excluded or debarred from

1 participation in any federal or state health care programs, and to further represent to CONTRACTOR  
2 that they do not have any Ineligible Person in their employ or under contract.

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

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

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

#### 17 D. REIMBURSEMENT STANDARDS

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

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

23 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also  
24 fully documented. When such services are coded, CONTRACTOR shall use ~~only correct~~ accurate  
25 billing codes that to accurately describe the services provided, and to ensure compliance with all billing  
26 and documentation requirements.

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

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

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

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

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

37 4. Each Covered Individual attending training shall certify, in writing, attendance at



1 compliance training. CONTRACTOR shall retain the certifications. Upon written request by  
2 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

### 3 4 **III. CONFIDENTIALITY**

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

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

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

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

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

### 26 27 **IV. DELEGATION AND ASSIGNMENT**

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

36 B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit  
37 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty



1 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall  
2 be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in  
3 derogation of this paragraph shall be void. ADMINISTRATOR may disallow, from payments  
4 otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this  
5 paragraph.

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

## 12 **V. EMPLOYEE ELIGIBILITY VERIFICATION**

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

## 24 **VI. FACILITIES, PAYMENTS AND SERVICES**

25  
26 CONTRACTOR agrees to provide the services, staffing, facilities, any equipment and supplies, and  
27 reports in accordance with Exhibit A to this Agreement. COUNTY shall compensate, and authorize,  
28 when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this  
29 Agreement with at least the minimum number and type of staff which meet applicable federal and state  
30 requirements, and which are necessary for the provision of the services hereunder.

31 //

## 32 **VII. INDEMNIFICATION AND INSURANCE**

33 A. CONTRACTOR agrees to indemnify, defend, and hold COUNTY, its elected and appointed  
34 officials, officers, employees, agents and those special districts and agencies for which COUNTY's  
35 Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any  
36 claims, demands, including defense costs, or liability of any kind or nature, including but not limited to  
37 personal injury or property damage, arising from or related to the services, products or other

1 performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against  
2 CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active  
3 negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that  
4 liability will be apportioned as determined by the court. Neither party shall request a jury  
5 apportionment.

6 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,  
7 agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including  
8 defense costs, or liability of any kind or nature, including but not limited to personal injury or property  
9 damage, arising from or related to the services, products or other performance provided by COUNTY  
10 pursuant to this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court  
11 of competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY  
12 and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party  
13 shall request a jury apportionment.

14 C. Each party agrees to provide the indemnifying party with written notification of any claim  
15 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days  
16 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,  
17 each party shall cooperate with the indemnifying party in its defense.

18 D. Without limiting CONTRACTOR's indemnification, CONTRACTOR warrants that it is self-  
19 insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of  
20 insurance covering its operations placed with reputable insurance companies in amounts as specified on  
21 Page 3 of this Agreement. Upon request by ADMINISTRATOR, CONTRACTOR shall provide  
22 evidence of such insurance.

23 E. COUNTY warrants that it is self-insured or maintains policies of insurance placed with  
24 reputable insurance companies licensed to do business in the State of California which insures the perils  
25 of bodily injury, medical, professional liability, and property damage. Upon request by  
26 CONTRACTOR, COUNTY shall provide evidence of such insurance.

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

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

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

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

36 G. Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be  
37 mailed to COUNTY as referenced on Page 3 of this Agreement.

1  
2 **VIII. INSPECTIONS AND AUDITS**

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

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

16 C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of  
17 services.

18 **D. AUDIT RESPONSE**

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

24 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement  
25 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said  
26 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of  
27 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement  
28 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies  
29 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the  
30 reimbursement due COUNTY.

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

1 **IX. LICENSES AND LAWS**

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

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

12 1. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS  
13 Treatment Modernization Act of 2006.

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

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

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

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

19 ~~46. Title 24, Subtitle B, Chapter 5, Subchapter C, CFR Part 574, Housing Opportunities for~~  
20 ~~Persons with AIDS.~~

21 7. 24 CFR Parts 42 and 570.606.

22 ~~8. 25 CFR Part 85, Common Rule to the Community Development Block Grant Entitlement~~  
23 ~~Program.~~

24 9. 42 CFR, Public Health.

25 ~~510. Public Law 103-227, Pro-Children Act of 1994.~~

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

27 ~~12. State of California Welfare and Institutions Code Section 15600, et seq., Abuse of the~~  
28 ~~Elderly and Dependent Adults.~~

29 ~~613. 45 CRFCFR Part 76, Drug Free Work Place.~~

30 ~~714. California Code of Regulations, Title 9, Division 4.~~

31 ~~815. California Code of Regulations, Title 22.~~

32 ~~916. California Health and Safety Code, Divisions 10.5 and 10.6.~~

33 ~~1017. U.S. Department of Health and Human Services, Public Health Service, PHS Grant~~  
34 ~~Policy Statement.~~

35 ~~1118. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A-122 and~~  
36 ~~A-133.~~

37 ~~12. Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as it may exist~~

1 ~~now, or be hereafter amended, and if applicable.~~

2 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

22  
23 **X. NONDISCRIMINATION**

24 **A. EMPLOYMENT**

25 1. ~~During the performance of this Agreement, CONTRACTOR shall ensure that applicants are~~  
26 ~~employed, and that employees are treated during~~ not unlawfully discriminate against any employee or  
27 ~~applicant for~~ employment, ~~without regard to their~~ because of his/her ethnic group identification, race,  
28 religion, ancestry, ~~color~~ creed, ~~color~~, sex, marital status, national origin, age (40 and over), sexual  
29 ~~preference~~ orientation, medical condition, or physical or mental disability. ~~Such action~~ CONTRACTOR  
30 shall ~~include, but not be limited to the following:~~ warrant that the evaluation and treatment of employees  
31 ~~and applicants for~~ employment, ~~upgrade~~ are free from discrimination in the areas of employment,  
32 ~~promotion~~, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of  
33 pay or other forms of compensation; and selection for training, including apprenticeship. There shall be  
34 posted in conspicuous places, available to employees and applicants for employment, notices from  
35 ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth  
36 the provisions of the Equal Opportunity clause.

37 2. All solicitations or advertisements for employees placed by or on behalf of

1 CONTRACTOR shall state that all qualified applicants will receive consideration for employment  
2 without regard to ethnic group identification, race, religion, ancestry, creed, color, sex, marital status,  
3 national origin, age (40 and over), sexual ~~preference~~orientation, medical condition, or physical or mental  
4 disability. Such requirement shall be deemed fulfilled by use of the phrase “an equal opportunity  
5 employer.”

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

10 B. SERVICES, BENEFITS AND FACILITIES - CONTRACTOR shall not discriminate in the  
11 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of  
12 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age  
13 (40 and over), sexual ~~preference~~orientation, medical condition, or physical or mental disability in  
14 accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C.A.§2000d) and all other pertinent  
15 rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
16 regulations, as all may now exist or be hereafter amended or changed.

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

- 19 a. Denying a client or potential client any service, benefit, or accommodation.
- 20 b. Providing any service or benefit to a client which is different or is provided in a  
21 different manner or at a different time from that provided to other clients.
- 22 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed  
23 by others receiving any service or benefit.
- 24 d. Treating a client differently from others in satisfying any admission requirement or  
25 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
26 any service or benefit.
- 27 e. Assignment of times or places for the provision of services.

28 2. Complaint Process - CONTRACTOR shall establish procedures for advising all clients  
29 through a written statement that CONTRACTOR's clients may file all complaints alleging  
30 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the  
31 U.S. Department of Health and Human Services' Office for Civil Rights. CONTRACTOR's statement  
32 shall advise clients of the following:

- 33 a. In those cases where the client's complaint is filed initially with the Office for Civil  
34 Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request  
35 COUNTY to conduct the investigation.

36 //

37 //



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

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

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

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

## 18 **XI. NOTICES**

19 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
20 authorized or required by this Agreement shall be effective:  
21

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

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

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

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



1 E. In the event of a death, notification shall be made in accordance with the Notification of Death  
2 paragraph of this Agreement.

## 4 **XII. NOTIFICATION OF DEATH**

### 5 **A. NON-TERMINAL ILLNESS DEATH**

6 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon  
7 becoming aware of the death due to non-terminal illness of any person served hereunder ~~or served~~  
8 ~~within the previous twelve (12) months~~; provided, however, weekends and holidays shall not be  
9 included for purposes of computing the time within which to give telephone notice and, notwithstanding  
10 the time limit herein specified, notice need only be given during normal business hours.

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

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

### 16 **B. TERMINAL ILLNESS DEATH**

17 1. CONTRACTOR shall notify ADMINISTRATOR by written report ~~FAXed~~ faxed, hand  
18 delivered, or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal  
19 illness of any person served hereunder ~~or served within the previous twelve (12) months~~. The  
20 Notification of Terminal Illness Death shall contain the name of the deceased, the date and time of  
21 death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or  
22 employees with knowledge of the incident.

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

## 28 **XIII. RECORDS MANAGEMENT AND MAINTENANCE**

29 **A.** CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
30 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in  
31 accordance with this Agreement and all applicable requirements, which ~~are listed below~~ include, but are  
32 not limited to:

33 1. ~~California Code of Regulation Title 22, Chapter 7, Article 6, §75055—Retention of records~~  
34 ~~by outpatient medical facilities.~~

35 ~~2. 45 CFR, HIPAA Privacy Rule (Designated Record Set).~~

36 ~~3. State of California, Health and Safety Code §§123100—123149.5 §123145.~~

37 ~~B. 2. 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).~~

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

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

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

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

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

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

26 ~~E.G.~~ CONTRACTOR shall ensure ~~all HIPAA DRS compliance with requirements are met. HIPAA~~  
27 ~~requires that clients, participants, patients, etc., be provided the right~~ pertaining to ~~access~~ the privacy and  
28 security of personally identifiable information (hereinafter "PII") and/or ~~receive~~ protected health  
29 information (hereinafter "PHI"). CONTRACTOR shall, immediately upon discovery of a ~~copy~~ breach  
30 of ~~their DRS~~ privacy and/or ~~request addendum~~ security of PII and/or PHI by CONTRACTOR, notify  
31 ADMINISTRATOR of such breach by telephone and email or facsimile.

32 H. CONTRACTOR may be required to ~~their records~~ pay any costs associated with a breach of  
33 privacy and/or security of PII and/or PHI, including but not limited to the costs of notification.  
34 CONTRACTOR shall pay any and all such costs arising out of a breach of privacy and/or security of PII  
35 and/or PHI.

36 ~~F.I.~~ CONTRACTOR shall retain all financial records for a minimum of five (5) years from the  
37 commencement of the contract, unless a longer period is required due to legal proceedings such as

1 | litigations and/or settlement of claims.

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

7 | ~~H~~//

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

10 | L. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR  
11 | may provide written approval to CONTRACTOR to ~~change the record~~ maintain records in a single  
12 | location ~~criteria~~, identified by CONTRACTOR.

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

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

#### 18 | **XIV. SEVERABILITY**

19 | ~~—~~ — If a court of competent jurisdiction declares any provision of this Agreement or application  
20 | thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes  
21 | any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement  
22 | or the application thereof shall remain valid, and the remaining provisions of this Agreement shall  
23 | remain in full force and effect, and to that extent the provisions of this Agreement are severable.  
24 |

#### 25 | **XV. STATUS OF CONTRACTOR**

26 | CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
27 | wholly responsible for the manner in which it performs the services required of it by the terms of this  
28 | Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
29 | consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the  
30 | relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
31 | or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR  
32 | assumes exclusively the responsibility for the acts of its employees, agents, consultants, or  
33 | subcontractors as they relate to the services to be provided during the course and scope of their  
34 | employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be  
35 | entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to  
36 | be COUNTY employees.  
37 |

1  
2 **XVI. TERM**

3 ~~—~~ A. This specific Agreement with CONTRACTOR is only one of several agreements to which  
4 the term of this Master Agreement applies. The term of this Master Agreement shall commence on  
5 March 1, 2011 and terminate ~~as specified on Page 3 of this Agreement, unless otherwise sooner~~  
6 ~~terminated as provided in this Agreement~~ on February 28, 2013; provided, however, that the specific  
7 term for CONTRACTOR shall be as specified on Page 3 of this Agreement; and provided further that  
8 the parties shall continue to be obligated to comply with the requirements and perform ~~such~~ the duties as  
9 ~~would normally extend beyond~~ specified in this ~~term, including~~ Agreement. Such duties include, but are  
10 not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and  
11 accounting.

12 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a  
13 weekend or holiday may be performed on the next regular business day.

14  
15 **XVII. TERMINATION**

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

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

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

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

1 D. CONTINGENT FUNDING

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

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

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

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

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

12 ~~F. After~~ by either party, after receiving a Notice of Termination CONTRACTOR shall do the  
13 following:

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

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

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

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

23 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with  
24 their best interests.

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

27 ~~GF.~~ The rights and remedies of COUNTY provided in this Termination paragraph shall not be  
28 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

29  
30 **XVIII. THIRD PARTY BENEFICIARY**

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

33  
34 **XIX. WAIVER OF DEFAULT OR BREACH**

35 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
36 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
37 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any

1 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
2 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 «UC\_PROVIDER\_NAME»

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

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

10  
11 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

12  
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14 TITLE: \_\_\_\_\_

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19 COUNTY OF ORANGE

20  
21 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

22 HEALTH CARE AGENCY

23  
24  
25  
26 APPROVED AS TO FORM  
27 OFFICE OF THE COUNTY COUNSEL  
28 ORANGE COUNTY, CALIFORNIA

29  
30 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

31 DEPUTY

32  
33  
34  
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
37 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her  
signature alone is required by HCA.



1 EXHIBIT A  
2 TO AGREEMENT FOR PROVISION OF  
3 HIV HEALTH CARE SERVICES  
4 WITH

5 «UC\_PROVIDER\_NAME»

6 «UC\_Begin\_Date» MARCH 1, 2011 THROUGH FEBRUARY 28, 2013+  
7

8 **I. PAYMENTS AND BILLING**

9 A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for providing  
10 Medical Care and/or Dental Care services described herein, for which prior authorization has been  
11 approved by ADMINISTRATOR, COUNTY shall compensate CONTRACTOR at the indicated rate(s)  
12 as follows:

- 13 1. «RBRVS\_Rate\_1»% of the current Region 26 Medicare Resource Based Relative Value  
14 System (RBRVS) fee schedule; or  
15 2. «RBRVS\_Rate\_2»% of the current RBRVS non-facility fee schedule.  
16 3. \$«ASA\_Rate» per American Society of Anesthesiologists (ASA) unit, where one unit  
17 equals fifteen (15) minutes of service; or  
18 4. «DentiCal\_Rate»% of the California Denti-Cal fee schedule.

19 B. PRE-AUTHORIZATION - COUNTY shall not make payment for services rendered without  
20 prior authorization by ADMINISTRATOR. Medical Care and/or Dental Care services authorization  
21 shall consist of a completed COUNTY pre-authorization form and/or valid authorization number for  
22 services. Any services claimed that are not pre-authorized shall be denied.

23 C. BILLING

24 1. CONTRACTOR shall submit to ADMINISTRATOR or designee, claims for services to  
25 individual clients. Claims shall be submitted on a properly completed form approved or supplied by  
26 ADMINISTRATOR. CONTRACTOR's claims shall include such information as may be required by  
27 ADMINISTRATOR.

28 2. CONTRACTOR shall submit to ADMINISTRATOR or designee, claims for  
29 reimbursement together with supporting documentation identifying the client and specific diagnostic  
30 and treatment services consistent with the claim. A completed pre-authorization form and/or valid  
31 authorization number for services shall accompany the claim. Said claims shall also contain the CPT  
32 procedure codes for services claimed and the ICD9 diagnosis codes.

33 3. All claims are due within sixty (60) calendar days of the date of service to be eligible for  
34 reimbursement.

35 4. ADMINISTRATOR may, at its sole discretion, allow for extensions to the above  
36 timeframe.

37 //

1 5. CONTRACTOR may not claim reimbursement for services provided beyond the expiration  
2 or termination of this Agreement.

3 D. Payments to CONTRACTOR should be released by ADMINISTRATOR or designee no later  
4 than forty-five (45) calendar days after receipt of the correctly completed claim. ADMINISTRATOR  
5 may withhold or delay any payment if CONTRACTOR fails to comply with any provision of this  
6 Agreement.

7 E. For purposes of record keeping, copies of claims submitted to ADMINISTRATOR or designee  
8 shall be stored, at CONTRACTOR's facility, and supported by appropriate medical records and  
9 documentation.

10 F. CONTRACTOR shall not bill clients for services provided pursuant to this Agreement.

11 **G. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION**

12 1. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number and  
13 associated information for federal funds paid through this Agreement are specified below:

14  
15 CFDA Year: 2011

16 CFDA#: 93.917

17 Program Title: Grants to States and Territories

18 Federal Agency: Department of Health and Human Services

19 Award Name: HIV Care Program

20  
21 2. CONTRACTOR may be required to have an audit conducted in accordance with federal  
22 OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal  
23 audit requirements within the reporting period specified by OMB Circular Number A-133.

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

26  
27 **II. SERVICES**

28 **A. Definitions**

29 1. "Medical Care" means the provision of outpatient physician services ~~and/or~~ outpatient  
30 diagnostic tests and procedures, and facilities. Physician services include, but are not limited to,  
31 diagnostic testing, preventative care and screening, practitioner examination, medical history, and  
32 treatment of common physical and mental conditions. Outpatient diagnostic tests and procedures  
33 include, but are not limited to, radiology (CT Scans, MRI, Ultrasound, and Upper GI series), pathology,  
34 biopsies, endoscopies, and ancillary services as ordered by physician.

35 2. "Dental Care" means the provision of oral health services and/or diagnostic tests and  
36 procedures. Dental services include, but are not limited to, diagnostic, preventive, and therapeutic  
37 services.

1 B. CONTRACTOR shall provide «Provider\_Specialty»~~services.~~ Medical Care and/or Dental  
2 Care services provided must be within the scope of CONTRACTOR's practice, internship, residency,  
3 boarding, and licensure.

4 C. Medical Care and Dental Care services shall be based on current established medical and dental  
5 standards of care, respectively.

6 D. CONTRACTOR shall provide Medical Care or Dental Care appointments and visits within  
7 three (3) weeks of the request for service or sooner, if medical condition warrants.

8 E. For Medical Care and/or Dental Care services, CONTRACTOR shall obtain prior authorization  
9 for all services provided pursuant to this Agreement. Pre-Authorization shall consist of a pre-  
10 authorization form and/or other form approved by ADMINISTRATOR. CONTRACTOR services shall  
11 be limited to those services authorized by ADMINISTRATOR on a pre-authorization form.  
12 ~~Contractor~~CONTRACTOR shall retain a copy of each pre-authorization form approved by  
13 ADMINISTRATOR, in the client's file.

14 F. Additional Medical Care or Dental Care services and/or changes in treatment services must be  
15 pre-authorized by ADMINISTRATOR, including but not limited to ancillary and tertiary services such  
16 as laboratory, radiology, pathology, and diagnostic. If CONTRACTOR determines that additional  
17 services or changes to those services listed on pre-authorization form, and/or detailed under the valid  
18 authorization number for said services are necessary, CONTRACTOR shall obtain a new pre-  
19 authorization form or an amendment to the pre-authorization form, and/or a valid authorization number  
20 to include additional services and/or change in treatment services prior to providing and/or referring  
21 client for said services.

22 G. Whenever possible, CONTRACTOR shall use pertinent medical or dental records and  
23 laboratory results provided by ADMINISTRATOR, prior to requesting authorization for additional  
24 services.

25 H. CONTRACTOR shall provide follow-up consultation notes and/or reports to  
26 ADMINISTRATOR in a timely manner, not to exceed seven (7) calendar days.

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