

AGREEMENT FOR PROVISION OF
HIV SERVICES
BETWEEN
COUNTY OF ORANGE
AND

LAGUNA BEACH COMMUNITY CLINIC, INC.
~~JULY~~ MARCH 1, 2010~~8~~ THROUGH FEBRUARY 28, 2011~~0~~

THIS AGREEMENT entered into this 1st day of March 2010 ~~July 2008~~, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and LAGUNA BEACH COMMUNITY CLINIC, INC., a California nonprofit corporation (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 Human Immunodeficiency Virus (HIV) Outpatient/Ambulatory Medical Services ~~and Medical Case Management~~, described herein, to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: ~~July~~ March 1, 2010~~8~~ through February 28, 2011~~0~~

~~“Period One” means the period from July 1, 2008 through February 28, 2009~~

~~“Period Two” means the period from March 1, 2009 through February 28, 2010~~

Maximum Obligation:	Period One Maximum Obligation: \$223,105	<u>\$241,581</u>
	Period Two Maximum Obligation:	<u>317,337</u>
	TOTAL MAXIMUM OBLIGATION:	<u>\$540,442</u>

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

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

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

CONTRACTOR’s Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Coverage	per Occurrence
<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>	<u>\$1,000,000 per occurrence</u>

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Professional Liability Insurance \$1,000,000 per claims made or

~~Comprehensive General Liability Insurance~~ ~~\$1,000,000~~
~~per occurrence~~

Sexual Misconduct \$1,000,000 per occurrence

~~Comprehensive Automobile Liability Insurance,)~~ ~~\$1,000,000~~
~~-covering the owned, non-owned and hired)~~ ~~(Combined Single Limit)~~
~~-automobile hazards, including any COUNTY)~~
~~-loaned vehicles)~~

I. ALTERATION OF TERMS

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

II. ASSIGNMENT OF DEBTS

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

III. COMPLIANCE

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

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA Policies and Procedures relating to the Compliance Program.

2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ~~these~~ HCA's Policies and Procedures.

~~B.~~ B. CONTRACTOR has the option to adhere to HCA's Compliance Program or establish its own.

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

2. HCA's Compliance Officer shall advise CONTRACTOR if CONTRACTOR's compliance program is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the HCA's Code of Conduct and Compliance Program.

3. Upon approval of CONTRACTOR's Compliance Program by HCA's Compliance Officer, CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of CONTRACTOR's Policies and Procedures.

4. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct, and

1 relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure
2 such breach within sixty (60) calendar days of such notice from ADMINSTRATOR shall constitute
3 grounds for termination of this Agreement as to the non-complying party.

4 C. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of
5 Conduct for adherence by all HCA employees and contract providers has been developed.

6 1. ~~Within~~ If CONTRACTOR elects to adhere to HCA Compliance Program, then within thirty
7 (30) calendar days of award of this Agreement, CONTRACTOR ~~has the option of submitting~~ shall
8 submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall
9 comply with the "HCA Contractor Code of Conduct" ~~specified in subparagraph B.3. below or~~
10 ~~CONTRACTOR shall submit a copy of its Code of Conduct to ADMINISTRATOR for review and~~
11 ~~comparison to federal, state and county standards by the HCA Compliance Officer."~~

12 ~~2. If CONTRACTOR elects to submit a copy of its Code of Conduct, HCA's Compliance~~
13 ~~Officer shall advise CONTRACTOR of any necessary changes to CONTRACTOR's Code of Conduct~~
14 ~~to meet minimum standards and CONTRACTOR shall either take necessary action to meet said~~
15 ~~standards or shall be asked to acknowledge and agree to the "HCA Contractor Code of Conduct"~~
16 ~~specified in subparagraph B.3. below.~~

17 ~~3. HCA CONTRACTOR CODE OF CONDUCT - CONTRACTOR and its employees and~~
18 ~~subcontractors shall:~~

19 ~~a. Comply with all applicable laws, regulations, rules or guidelines when providing and~~
20 ~~billing for the services specified herein.~~

21 ~~b. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in~~
22 ~~their professional dealings related to this Agreement and avoid any conduct that could reasonably be~~
23 ~~expected to reflect adversely upon the integrity of CONTRACTOR and/or COUNTY.~~

24 ~~c. Treat COUNTY employees, clients and other COUNTY contractors fairly and with~~
25 ~~respect.~~

26 ~~d. Not engage in any activity in violation of this agreement, nor engage in any other~~
27 ~~conduct which violates any applicable law, regulation, rule or guideline.~~

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

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

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

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

36 ~~i. Promptly report to HCA's Compliance Officer any activity that CONTRACTOR~~
37 ~~believes may violate the standards of the HCA Compliance Program, or any other applicable law,~~

1 ~~regulation, rule or guideline.~~

2 ~~— j. Promptly report to HCA’s Compliance Officer any suspected violation(s) of the HCA~~
3 ~~Contractor Code of Conduct.~~

4 ~~— k. Consult with HCA’s Compliance Officer if there are any questions or uncertainties of~~
5 ~~any Compliance Program standard or any other applicable law, regulation, rule or guideline.~~

6 ~~— 4~~ 2. Failure of CONTRACTOR to timely submit the acknowledgement of the HCA
7 Contractor ~~Code of Conduct or its own~~ Code of Conduct shall constitute a material breach of this
8 Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from
9 ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying
10 party.

11 ~~E~~D. CONTRACTOR shall screen all Covered Individuals employed or retained to provide services
12 related to this Agreement to ensure that they are not designated as "Ineligible Persons," as defined
13 hereunder. Screening shall be conducted against the General Services Administration's List of Parties
14 Excluded from Federal Programs and the Health and Human Services/Office of Inspector General List
15 of Excluded Individuals/Entities.

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

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

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

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

25 3. CONTRACTOR shall screen all current Covered Individuals semi-annually (January and
26 July) to ensure that they have not become Ineligible Persons.

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

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

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

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

4 E. REIMBURSEMENT STANDARDS

5 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
 6 claims and billing for same are prepared and submitted in an accurate and timely manner and are
 7 consistent with federal, state and county laws and regulations.

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

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

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

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

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

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

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

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

27
 28 **IV. CONFIDENTIALITY**

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

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

36 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
 37 consents for the release of information from all persons served by CONTRACTOR pursuant to this

1 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with California Civil
2 Code, Division 1, Part 2.6 relating to Confidentiality of Medical Information.

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

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

13 **V. COST REPORT**

14
15 A. CONTRACTOR shall submit ~~separate~~ a Cost ~~Reports for Period One and Period Two, or for a~~
16 ~~portion thereof.~~ Report no later than sixty (60) calendar days following ~~the period for which they are~~
17 ~~prepared or~~ termination of this Agreement. CONTRACTOR shall prepare the Cost Reports in
18 accordance with all applicable federal, state and county requirements and generally accepted accounting
19 principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost
20 centers, services, and funding sources in accordance with such requirements and consistent with prudent
21 business practice, which costs and allocations shall be supported by source documentation maintained
22 by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

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

31 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
32 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the Cost
33 Report is delivered to ~~COUNTY~~ ADMINISTRATOR.

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

37 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report

1 within one hundred and eighty (180) calendar days following the termination of this Agreement, and
 2 CONTRACTOR has not entered into a subsequent or new agreement for any other services with
 3 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement
 4 shall be immediately reimbursed to COUNTY.

5 B. The Cost Report ~~prepared for each period~~ shall be the final financial and statistical report
 6 submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to
 7 CONTRACTOR ~~for that period~~. CONTRACTOR shall document that costs are reasonable and
 8 allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report
 9 shall be the final financial record for subsequent audits, if any.

10 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
 11 less applicable revenues and late penalty, not to exceed the applicable Maximum Obligation ~~for each~~
 12 ~~period~~ as set forth on Page 3 of this Agreement. CONTRACTOR shall not claim expenditures to
 13 COUNTY which are not reimbursable pursuant to applicable federal, state and county laws, regulations
 14 and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently
 15 determined to have been for an unreimbursable expenditure or service, shall be repaid by
 16 CONTRACTOR to COUNTY in cash within thirty (30) calendar days of submission of the Cost
 17 Reports or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to
 18 exceed the reimbursement due COUNTY.

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

26 E. If the Cost Report ~~for the period~~ indicates the actual and reimbursable costs of services
 27 provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than the
 28 aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the
 29 difference, provided such payment does not exceed the Maximum Obligation of COUNTY ~~for the~~
 30 ~~period~~.

31 F. The Cost Report ~~for each period~~ shall contain the following attestation, which may be typed
 32 directly on or attached to the Cost Report:

33 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
 34 supporting documentation prepared by _____ for the cost report period
 35 beginning _____ and ending _____ and that, to the best of my
 36 knowledge and belief, costs reimbursed through this Agreement are reasonable and
 37 allowable and directly or indirectly related to the services provided and that this Cost

Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed _____
Name _____
Title _____
Date _____"

VI. DELEGATION AND ASSIGNMENT

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

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

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

VII. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it makes best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees, subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors and consultants performing work hereunder, all verification and other documentation of

1 employment eligibility status required by federal or state statutes and regulations including, but not
 2 limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently
 3 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
 4 covered employees, subcontractors and consultants for the period prescribed by the law.

5 6 **VIII. EQUIPMENT**

7 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as
 8 moveable property of a relatively permanent nature with significant value. Equipment which costs
 9 \$5,000 or over, including sales taxes, freight charges and other taxes are considered fixed assets.
 10 Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are
 11 considered minor Equipment. The cost of Equipment purchased, in whole or in part, with funds paid
 12 pursuant to this Agreement shall be depreciated according to generally accepted accounting principles.

13 B. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
 14 COUNTY the cost of specified items of Equipment or minor Equipment purchased by CONTRACTOR.
 15 To "expense," in relation to Equipment, means to charge the full cost of Equipment in the fiscal year in
 16 which it is purchased. Title of expensed Equipment shall be vested with COUNTY and the Equipment
 17 shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.

18 C. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
 19 with funds paid through this Agreement in accordance with guidelines set forth in COUNTY's
 20 "Accounting Procedures Manual," as periodically amended. Such inventory shall be available for
 21 review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and
 22 balance of undepreciated Equipment cost, if any.

23 D. For Loaned Equipment, CONTRACTOR shall cooperate with ADMINISTRATOR in
 24 conducting any periodic physical inventories of Loaned Equipment that ADMINISTRATOR may
 25 require. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned
 26 Equipment to COUNTY.

27 E. CONTRACTOR must report any loss or theft of Loaned Equipment in accordance with the
 28 procedure approved by ADMINISTRATOR and the Notices paragraph of this Agreement. In addition,
 29 CONTRACTOR must complete and submit to ADMINISTRATOR a "Notification of Location
 30 Change" form or "Surplus Requisition" form when items of Loaned Equipment are moved from one
 31 location to another or returned to COUNTY as surplus.

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

36 37 **IX. FACILITIES, PAYMENTS AND SERVICES**

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

6
7 **X. INDEMNIFICATION AND INSURANCE**

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

18 B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall
19 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance
20 covering its operations as specified on Page 3 of this Agreement.

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

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

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

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

30 D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be
31 mailed to COUNTY as referenced on Page 3 of this Agreement.

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

35
36 **XI. INSPECTIONS AND AUDITS**

37 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative

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

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

13 C. AUDIT RESPONSE

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

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

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

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

34 XII. LICENSES AND LAWS

35
 36 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
 37 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers, and

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

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

9 1. Title XXVI of the Public Health Services Act, as amended ~~as~~ by the Ryan White
 10 HIV/AIDS Treatment Modernization Act of 2006 ~~(Ryan White Act)~~.

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

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

13 4. AIDS Housing Opportunity Act (42 U.S.C.A. 12901 et seq.).

14 5. 24 CFR Part 574, Housing Opportunities for Persons with AIDS.

15 6. 24 CFR Parts 42 and 570.606.

16 7. 25 CFR Part 85, Common Rule to the Community Development Block Grant Entitlement
 17 Program.

18 8. 42 CFR, Public Health.

19 59. Public Law 103-227, Pro-Children Act of 1994.

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

22 711. State of California Welfare and Institutions Code Section 15600, et seq., Abuse of the
 23 Elderly and Dependent Adults.

24 812. 45 CRF Part 76, Drug Free Work Place.

25 ~~9. California Code of Regulations, Title 9, Division 4.~~

26 ~~1013. California Code of Regulations, Title 22.~~

27 ~~11. California Health and Safety Code, Divisions 10.5 and 10.6.~~

28 ~~12~~ 14. U.S. Department of Health and Human Services, Public Health Service, PHS Grant
 29 Policy Statement.

30 ~~13~~ 15. Office of Management and Budget (OMB) Circulars A-89, A-110, A-122 and
 31 A-133.

32 ~~14~~ 16. Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as it may
 33 exist now, or be hereafter amended, and if applicable.

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

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

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

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

17
18 **XIII. LITERATURE**

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

23
24 **XIV. MAXIMUM OBLIGATION**

25 A. The ~~Total~~ Maximum Obligation of COUNTY for services provided in accordance with this
26 Agreement ~~and the separate Maximum Obligations for Period One and Period Two are~~ is as specified on
27 Page 3 of this Agreement.

28 B. ADMINISTRATOR may ~~amend this Agreement to~~ increase the ~~Total~~ Maximum Obligation by
29 an amount not to exceed ten percent (10%) ~~of the first year of this Agreement.~~

30 ~~C. ADMINISTRATOR may~~ or decrease the ~~Period One and/or the Period Two~~ Maximum
31 Obligation in accordance with the Budget paragraph of Exhibit A to this Agreement.

32
33 **XV. NONDISCRIMINATION**

34 **A. EMPLOYMENT**

35 1. CONTRACTOR shall ensure that applicants are employed, and that employees are treated
36 during employment, without regard to their ethnic group identification, race, religion, ancestry, creed,
37 color, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or

1 physical or mental disability. Such action shall include, but not be limited to the following:
 2 employment, upgrade, demotion or transfer; recruitment or recruitment advertising; layoff or
 3 termination; rate of pay or other forms of compensation; and selection for training, including
 4 apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for
 5 employment, notices from ADMINISTRATOR and/or the United States Equal Employment
 6 Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

16 B. SERVICES, BENEFITS AND FACILITIES - CONTRACTOR shall not discriminate in the
 17 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
 18 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age
 19 (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with
 20 Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d) and all other pertinent rules and
 21 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
 22 may now exist or be hereafter amended or changed.

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

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

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

34 2. Complaint Process - CONTRACTOR shall establish procedures for advising all clients
 35 through a written statement that CONTRACTOR's clients may file all complaints alleging
 36 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the
 37 U.S. Department of Health and Human Services' Office for Civil Rights. CONTRACTOR's statement

1 shall advise clients of the following:

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

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

8 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of
9 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in
10 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101 et seq.),
11 pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs
12 or activities, as they exist now or may be hereafter amended together with succeeding legislation.

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

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

22
23 **XVI. NOTICES**

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

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

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

36 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
37 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such

1 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
2 damage to any COUNTY property in possession of CONTRACTOR.

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

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

7 //

8 **XVII. NOTIFICATION OF DEATH**

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

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

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

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

20 **B. TERMINAL ILLNESS DEATH**

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

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

31
32 **XVIII. ~~RECORDS MANAGEMENT AND MAINTENANCE~~ NOTIFICATION OF PUBLIC**
33 **EVENTS AND MEETINGS**

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

37 B. CONTRACTOR shall notify ADMINISTRATOR at least ten (10) working days in advance of

1 any applicable public event or meeting. The notification must include the date, time, duration, location
2 and purpose of public event or meeting. Any promotional materials or event related flyers must be
3 approved by ADMINISTRATOR prior to distribution.

4
5 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

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

10 1. California Code of Regulation Title 22, Chapter 7, Article 6, §75055 - Retention of records
11 by outpatient medical facilities.

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

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

16 ~~4~~ 2. 45 CFR, HIPAA Privacy Rule (Designated Record Set).

17 ~~5.3.~~ 3. State of California, Health and Safety Code §§123100 – 123149.5.

18 B. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
19 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

20 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
21 preparation, and confidentiality of records related to participant, client and/or patient records are met at
22 all times.

23 D. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the
24 definition of medical records and identified this new record set as a Designated Record Set (DRS).
25 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

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

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

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

31 E. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that
32 clients, participants, patients, etc., be provided the right to access or receive a copy of their DRS and/or
33 request addendum to their records.

34 ~~F.~~ F. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
35 security of personally identifiable information (hereinafter “PII”) and/or protected health information
36 (hereinafter “PHI”). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or
37 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone

1 and email or facsimile.

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

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

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

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

15 IK. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
 16 may provide written approval to CONTRACTOR to ~~change the record~~ maintain records in a single
 17 location ~~criteria~~, identified by CONTRACTOR.

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

20 M. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request
 21 within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that
 22 is requested by the PRA request.

23 XX. REVENUE

24
 25 A. FEES - CONTRACTOR ~~may~~ shall charge a fee to clients to whom services are provided
 26 pursuant to this Agreement, their estates and responsible relatives, in accordance with the ~~Assurances~~
 27 ~~paragraph of Exhibit A to this Agreement.~~ fee system designated by ADMINISTRATOR. This fee shall
 28 be based upon the person's ability to pay for services, but it shall not exceed the actual cost of services
 29 provided. No person shall be denied services because of an inability to pay.

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

33 C. PROCEDURES - CONTRACTOR shall ~~report as revenue any funds obtained from third-party~~
 34 ~~payors or from clients, in accordance with the Reports paragraph of Exhibit A to this Agreement.~~

35 ~~— D. PROCEDURES — If CONTRACTOR charges fees or collects third-party revenue, maintain~~
 36 ~~internal financial controls, which adequately ensure proper billing and collection procedures,~~
 37 CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts

1 and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly,
2 a written report specifying the current status of fees which are billed, collected, transferred to a
3 collection agency, or deemed by CONTRACTOR to be ~~maintained~~ uncollectible.

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

6
7 **XXI. SEVERABILITY**

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

13 //

14 **XXII. SPECIAL PROVISIONS**

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

- 17 1. Purchasing or improving land, including constructing or permanently improving any
18 building or facility, except for tenant improvements.
- 19 2. Providing inpatient hospital services or purchasing major medical equipment.
- 20 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
21 funds (matching).
- 22 4. Making cash payments to intended recipients of services through this Agreement.
- 23 5. Contracting or subcontracting with any entity other than an individual or nonprofit entity,
24 unless no non-profit is able and willing to provide such services.
- 25 6. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
26 and reports in compliance with this requirement pursuant to Title 31, U.S.C.A, Section 1352
27 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial
28 transactions).
- 29 7. Supplanting current funding for existing services.
- 30 8. Fundraising.
- 31 9. Payment of home mortgages; direct maintenance expense (tires, repairs, etc.) of a privately
32 owned vehicle or any other cost associated with a vehicle, such as lease or loan payments, insurance, or
33 license and registration fees; payment of local or state personal property taxes (for residential property,
34 private automobiles, or any other personal property against which taxes may levied). This restriction
35 does not apply to vehicles operated by organizations for program purposes.
- 36 10. To meet professional licensure or program licensure requirements.
- 37 11. Purchase of gifts, meals, entertainment, awards, or other personal expenses for

1 CONTRACTOR's staff, volunteers, or members of the Board of Directors.

2 12. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
3 subcontractors, ~~and~~or members of the Board of Directors or its designee or authorized agent, ~~or~~
4 ~~members of the Board of Directors~~, or making salary advances or giving bonuses to CONTRACTOR's
5 staff.

6 13. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
7 services.

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

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

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

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

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

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

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

22
23 **XXIII. STATUS OF CONTRACTOR**

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

35
36 **XXIV. TERM**

37 The term of this Agreement shall commence and terminate as specified on Page 3 of this

1 Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however,
2 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,
3 including but not limited to, obligations with respect to confidentiality, indemnification, audits,
4 reporting and accounting.

5
6 **XXV. TERMINATION**

7 A. Either party may terminate this Agreement, without cause, upon ~~ninety (90)~~thirty (30) calendar
8 days written notice given the other party.

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

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

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

29 **D. CONTINGENT FUNDING**

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

37 E. In the event this Agreement is terminated prior to the completion of the term as specified on

1 Page 3 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum
2 Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

3 F. After receiving a Notice of Termination CONTRACTOR shall do the following:

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

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

8 3. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
9 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
10 orderly transfer.

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

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

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

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

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

25
26 **XXVI. THIRD PARTY BENEFICIARY**

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

29
30 **XXVII. WAIVER OF DEFAULT OR BREACH**

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

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

LAGUNA BEACH COMMUNITY CLINIC, INC.

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

CHAIR OF THE BOARD OF SUPERVISORS

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

_____ DATED: _____

DARLENE J. BLOOM
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____

DEPUTY

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If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer 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 ~~HIV SERVICES WITH~~
3 HIV SERVICES WITH
4 LAGUNA BEACH COMMUNITY CLINIC, INC.
5 ~~JULY~~ MARCH 1, 2010~~8~~ THROUGH FEBRUARY 28, 2011~~9~~

7 **I. ASSURANCES**

8 In accordance with funding requirements under Title XXVI of the Public Health Services Act as
9 amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2009~~6~~ (Ryan White Act),
10 CONTRACTOR assures that it will:

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

14 B. Provide services in a setting that is accessible to low-income and racial/ethnic minority
15 individuals with HIV disease and their families. Services shall include language competency to meet
16 the special needs of CONTRACTOR's clients.

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

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

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

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

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

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

34 3. In the case of individuals with an income greater than one hundred percent (100%) of the
35 official federal poverty level and not exceeding two hundred percent (200%) of such poverty level,
36 CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding five percent
37 (5%) of the annual gross income of the individual involved.

4. In the case of individuals with an income greater than two hundred percent (200%) of the official federal poverty level and not exceeding three hundred percent (300%) of such poverty level, CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding seven percent (7%) of the annual gross income of the individual involved.

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

II. 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.

~~1.~~ **Outpatient/Ambulatory Medical Services**

ADMINISTRATIVE COSTS	PERIOD ONE	PERIOD TWO
	\$ 10,820	
Salaries	<u>15,367</u>	\$15,367
	1,691	
Benefits	<u>2,396</u>	2,396
Operating Expenses		
Travel	0	0
Equipment	0	0
Facilities and Operations	0	0
Communications	0	0
Professional Services	<u>0</u>	0
	\$ 12,511	
SUBTOTAL	<u>17,763</u>	\$17,763
DIRECT CARE COSTS		
	\$129,938	
Salaries	<u>194,624</u>	\$194,624
	19,491	
Benefits	<u>29,194</u>	29,194
Operating Expenses		
Travel	0	0
Equipment	0	0
Facilities and Operations	0	0
Communications	0	0
Professional Services	<u>0</u>	0

1		\$149,429	
2	SUBTOTAL	<u>223,818</u>	\$223,818
3			
4		\$161,940	
5	TOTAL COSTS	<u>241,581</u>	\$241,581
6	//		
7	2. Medical Case Management Services		
8	ADMINISTRATIVE COSTS	PERIOD ONE	PERIOD TWO
9	—Salaries	\$ —	\$ —
10	—Benefits	0	0
11	—Operating Expenses		
12	—Travel	0	0
13	—Equipment	0	0
14	—Facilities and Operations	0	0
15	—Communications	0	0
16	—Professional Services	0	0
17	SUBTOTAL	\$ 0	\$ 0
18			
19	DIRECT CARE COSTS		
20	—Salaries	\$ 48,756	\$ 61,600
21	—Benefits	7,313	9,241
22	—Operating Expenses		
23	—Travel	0	0
24	—Equipment	0	0
25	—Facilities and Operations	0	0
26	—Communications	0	0
27	—Client Transportation	5,096	4,915
28	SUBTOTAL	\$ 61,165	\$ 75,756
29			
30	TOTAL COSTS	\$ 61,165	\$ 75,756
31			
32	3. TOTAL CONTRACT COSTS	\$223,105	\$317,377

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

C. CONTRACTOR’s cumulative total costs shall be evaluated monthly and compared to the target

1 costs at that point in the contract period. If CONTRACTOR's actual costs deviate ten percent (10%),
 2 either above or below the target, ADMINISTRATOR may request a written justification and a
 3 corrective action plan or request for budget revision. In the event CONTRACTOR's costs are ten
 4 percent (10%) or more below the target; and CONTRACTOR's plan is not acceptable to
 5 ADMINISTRATOR, or CONTRACTOR fails to submit a plan within the time period specified by
 6 ADMINISTRATOR, ADMINISTRATOR may reduce the Maximum Obligation for the Period as set
 7 forth on Page 3 of this Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of such
 8 reduction.

9 10 **III. CLIENT GRIEVANCE REVIEW AND RESOLUTION POLICY**

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

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

23 24 **IV. GENERAL STAFFING REQUIREMENTS**

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

31 B. Prior to providing any services pursuant to this Agreement, Contractor shall establish a
 32 statement of client rights and responsibilities. CONTRACTOR may adopt Client Rights and
 33 Responsibilities provided by ADMINISTRATOR, or an alternate version approved by
 34 ADMINISTRATOR. CONTRACTOR shall document that each client has received and understands
 35 Client Rights and Responsibilities.

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

V. 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, that CONTRACTOR’s costs are allowable pursuant to county, state, and federal regulations.

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

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

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

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

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

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

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

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2 **VI. REPORTS**

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

9 **B. FISCAL**

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

18 2. CONTRACTOR shall submit quarterly Year-End-of-Period Projection Reports to
19 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR
20 and shall report anticipated units of services to be provided, and projected periodyear-end actual costs
21 and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services paragraph of
22 this Exhibit A to the Agreement. Such reports shall include the actual monthly costs and revenues as of
23 the date submitted and anticipated monthly costs and revenues projected through periodyear-end. Year-
24 End-of-Period Projection Reports shall be due on the following dates: June 15, 2010; September 15,
25 2010~~8~~; and December 1, ~~2008~~; ~~June 15, 2009~~; ~~September 15, 2009~~; and ~~December 1, 2009~~2010, unless
26 otherwise agreed to in writing by ADMINISTRATOR.

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

33 D. PROGRAMMATIC – CONTRACTOR shall submit quarterly programmatic reports to
34 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR
35 and shall include but not be limited to, staff changes and corresponding impact on services, status of
36 licensure and/or certifications, changes in populations being served and reasons for any such changes.
37 CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of

1 this Agreement and, if not, shall specify what steps will be taken to achieve satisfactory progress. The
2 reports shall be due on the following dates: June 15, 2010; September 15, ~~2008~~; ~~December 15, 2008~~;
3 ~~March 15, 2009~~; ~~June 15, 2009~~; ~~September 15, 2009~~; 2010 and December 15, ~~2009~~; and ~~March 15,~~
4 ~~2010~~; unless otherwise agreed to in writing by ADMINISTRATOR.

5 E. CONTRACTOR shall submit a year-end narrative report summarizing program activities,
6 accomplishments and challenges, including efforts at client outreach and orientation. The report shall
7 be due on May 3, 2011 unless otherwise agreed to in writing by ADMINISTRATOR.

8 F. Ryan White Data or Service Reports (RWDR/RSR) – CONTRACTOR shall submit to
9 ADMINISTRATOR in a format provided or approved by ADMINISTRATOR, documentation of
10 services provided, including characteristics of clients receiving those services and descriptive
11 information about CONTRACTOR’s organization. RWDR/RSR. documentation shall be received by
12 ADMINISTRATOR no later than February 1 for the preceding calendar year.

13 G. Countywide Data Reporting – CONTRACTOR shall fully comply with ADMINISTRATOR
14 requirements for real-time data reporting of client demographics and selected service delivery
15 information for Ryan White funded services. For purposes of this Agreement, real-time data reporting
16 shall be defined as entering data into the COUNTY’s designated data system within two (2) business
17 days of providing services. For other service delivery information, CONTRACTOR shall enter data
18 into the COUNTY’s designated data system within five (5) business days of providing services.
19 ADMINISTRATOR and CONTRACTOR shall confer and mutually agree to which service delivery
20 information must be reported within two (2) days of providing services.

21 H. QUALITY MANAGEMENT (QM) REPORTS – CONTRACTOR shall submit a QM Report
22 with appropriate signature(s) to ADMINISTRATOR ~~for Period One and Period Two of this Agreement.~~
23 ~~The QM Report shall be due by March 31 of the year following the end of the Period being reported by~~
24 March 11, 2011. The QM Report shall be submitted in a format provided or approved by
25 ADMINISTRATOR. The QM Report shall include but not be limited to:

- 26 1. Summary of QM activities;
- 27 2. Service-specific outcome measure results;
- 28 3. Summary of findings; and
- 29 4. Summary of how findings will be addressed.

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

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VII. SERVICES

3 A. CONTRACTOR shall make all services specified herein available to eligible persons who
4 reside in Orange County and are infected with ~~the Human Immunodeficiency Virus (HIV)~~, HIV, in
5 accordance with this Agreement. Parties understand that standards of care are being developed for HIV
6 Services. CONTRACTOR shall adhere to standards of care approved by ADMINISTRATOR.

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

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

17 3. CONTRACTOR shall verify eligibility for services including, but not limited to, financial
18 eligibility and HIV status, based on criteria provided or approved by ADMINISTRATOR. Eligibility
19 verification shall be documented in writing in each client's file on forms provided or approved by
20 ADMINISTRATOR.

21 4. CONTRACTOR shall maintain files for all clients. Files, at a minimum, shall contain
22 information on name, address, ethnicity, gender, date of birth, verification of HIV status, eligibility for
23 services, financial status, types of service provided, referrals, and emergency contact.

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

28 6. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to adjust the
29 Eligibility, Units of Service and Staffing subparagraphs set forth below for each program.

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

34 8. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement
35 in a manner that is culturally and linguistically appropriate for the population(s) served.
36 CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to:
37 records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring

1 policies and procedures; copies of literature in multiple languages and formats, as appropriate; and
 2 descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are
 3 physically challenged.

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

13 B. OUTPATIENT/AMBULATORY MEDICAL CARE

14 1. DEFINITION - The provision of professional diagnostic and therapeutic services rendered
 15 by a physician, physician's assistant, clinical nurse specialist, or nurse practitioner in an outpatient
 16 setting.

17 2. ELIGIBILITY

18 a. CONTRACTOR shall verify eligibility and provide Outpatient/Ambulatory Medical
 19 Care services to individuals who meet Ryan White eligibility requirements.

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

22 3. SCOPE OF WORK

23 a. CONTRACTOR shall provide Outpatient/Ambulatory Medical Care services according
 24 to protocols established by CONTRACTOR and approved by ADMINISTRATOR. Specific services to
 25 be provided include, but are not limited to, diagnostic testing, early intervention and risk assessment,
 26 preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment
 27 of common physical and mental conditions, prescribing and managing medication therapy, education
 28 and counseling on health issues, well-baby care, continuing care and management of chronic conditions,
 29 and referral to and provision of specialty care, including all medical subspecialties. Diagnostic testing
 30 includes only testing procedures and applications as approved by HRSA for funding under Ryan White
 31 Act Part A and Part B. Primary Medical Care for the treatment of HIV includes the provision of care
 32 that is consistent with the Public Health Service's Health Service guidelines and includes access to
 33 antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections
 34 and combination antiretroviral therapies.

35 b. CONTRACTOR shall provide Ambulatory Primary Medical Care services in
 36 accordance with current established standards of care, including but not limited to those set forth below.

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1) CONTRACTOR shall provide an evaluation of all clients that includes medical and psychosocial assessment to determine the appropriate level of care and to develop a therapeutic treatment plan. All medical follow-up and any laboratory work shall be included.

2) CONTRACTOR shall determine the need for and collect samples for viral load testing and resistance testing based on current medical standards and shall provide transportation of those samples to the laboratory designated by COUNTY.

3) CONTRACTOR’s prescription of antiretroviral and prophylactic medications shall be made in accordance with current established medical standards of care.

4) CONTRACTOR shall provide primary and secondary prevention education to clients using the state model for Early Intervention and Prevention services designed to reduce high-risk drug and sexual behaviors and to promote positive health actions.

5) CONTRACTOR shall refer clients with medical needs beyond the scope of outpatient ambulatory care clinic services to tertiary care centers using the Prior Authorization (PA) system established by ADMINISTRATOR. CONTRACTOR shall maintain a list of clients referred to tertiary care for periodic review by ADMINISTRATOR.

6) CONTRACTOR shall implement services in adherence to the Common Standards of Care developed by ADMINISTRATOR, and shall be consistent with the Public Health Services’ guidelines.

c. CONTRACTOR shall comply with ADMINISTRATOR’s program evaluation requirements, including development and implementation of a Quality Management Plan. Unless modified by Agreement, in writing, of ADMINISTRATOR and CONTRACTOR, the plan will include increased client CD4 counts and decreased or undetectable viral loads.

4. UNITS OF SERVICE

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

UNITS OF SERVICE	PERIOD ONE	Units of Service	PERIOD TWO
—Primary Care Visits	467	700	700
—Laboratory Visits	292	438	438
—Unduplicated Clients	50	125	125

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

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

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	PERIOD ONE	PERIOD TWO
ADMINISTRATIVE STAFF	<u>FTEs</u>	<u>FTEs</u>
Administrative Assistant	0.1000	0.1000
Billing Administrator	0.1500	0.1500
Billing Clerk	<u>0.1000</u>	0.1000
SUBTOTAL	0.3500	0.3500
DIRECT CARE STAFF		
Clinical Director	0.2250	0.2250
Medical Assistants	0.7500	0.7500
Nurse Practitioners	0.3500	0.3500
Operations Support	0.3000	0.3000
Physician/Medical Director	0.1500	0.1500
Physicians	0.5000	0.5000
Registered Nurses	<u>0.6000</u>	0.6000
SUBTOTAL	2.8750	2.8750
TOTAL FTEs	3.2250	3.2250

~~C. MEDICAL CASE MANAGEMENT SERVICES~~

~~1. DEFINITION The provision of a range of client centered services that link clients with health care, psychosocial, and other services. The coordination and follow up of medical treatments are the primary components of medical case management.~~

~~2. ELIGIBILITY~~

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

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

~~c. Client may not be enrolled in case management programs with duplicative models.~~

~~3. SCOPE OF SERVICES~~

~~a. CONTRACTOR shall provide access to a full range of case management services to ensure timely and coordinated access to medically appropriate levels of health and support services. Medical Case Management should also ensure continuity of care through ongoing assessment of the client's needs and personal support systems. Key activities include:~~

~~1) Client intake;~~

~~2) Comprehensive assessment of client needs;~~

- 1 ~~3) Education;~~
- 2 ~~4) Development of individual service plans;~~
- 3 ~~5) Referral/advocacy and coordination of services;~~
- 4 ~~6) Follow up and monitoring of client progress;~~
- 5 ~~7) Coordination of medical care; and~~
- 6 ~~8) Discharge planning.~~
- 7 ~~b. Medical Case Management services shall:~~
- 8 ~~1) Support clients in receiving consistent and appropriate medical care to achieve the~~
- 9 ~~primary goal of stable and/or improving health;~~
- 10 ~~2) Assist clients in achieving secondary goals, which include, but shall not be limited~~
- 11 ~~to: stable and adequate income; housing; transportation to medical care or substance abuse treatment;~~
- 12 ~~harm reduction related to alcohol and/or drug use; risk reduction related to sexual behavior, sobriety,~~
- 13 ~~mental health; and appropriate referrals to substance abuse treatment programs and mental health~~
- 14 ~~services.~~
- 15 ~~c. CONTRACTOR shall implement appropriate strategies to improve access to care and~~
- 16 ~~adherence to treatment.~~
- 17 ~~d. CONTRACTOR shall provide Medical Case Management activities as follows and~~
- 18 ~~shall include written justification for providing services to individual clients in the client's home, in the~~
- 19 ~~hospital, or at any location other than CONTRACTOR's offices. All activities related to the client's~~
- 20 ~~care shall be documented in the client record. CONTRACTOR shall conduct the following activities:~~
- 21 ~~1) Client Intake:~~
- 22 ~~a) Perform client screening and intake within five (5) business days of the client's~~
- 23 ~~referral or initial client contact. Client intake shall include gathering of pertinent client information~~
- 24 ~~necessary to establish the client's eligibility, including client's HIV status, medical or dental coverage,~~
- 25 ~~documentation of income, and primary residency, as necessary.~~
- 26 ~~b) Provide client with information that includes: client's rights and~~
- 27 ~~responsibilities, information about filing a grievance, and notice of privacy practices. The case manager~~
- 28 ~~should also obtain required documents, including informed consent form, signed receipt of rights and~~
- 29 ~~responsibilities, and releases of information, as appropriate.~~
- 30 ~~2) Comprehensive Assessment:~~
- 31 ~~a) Begin assessment of client within one (1) week of client intake and complete~~
- 32 ~~assessment within two (2) weeks. Areas of assessment should include, but not be limited to: medical~~
- 33 ~~need; understanding of HIV transmission factors; substance use; mental health issues; financial needs;~~
- 34 ~~nutritional needs; housing and living situation; social and emotional support; legal issues; and~~
- 35 ~~transportation.~~
- 36 ~~b) Utilize a comprehensive client assessment tool and complete a client acuity~~
- 37 ~~scale as determined by agreement between ADMINISTRATOR and CONTRACTOR to record and~~

1 ~~monitor client needs.~~

2 ~~_____ c) Match the education/experience level of the case manager to client~~
 3 ~~acuity/needs. Where appropriate, CONTRACTOR may use an interdisciplinary team approach to case~~
 4 ~~management.~~

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

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

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 16 ~~_____ e) Maintain regular and appropriate contact with clients or with person(s)~~
 17 ~~responsible for providing care, in the case of dependent clients; and maintain a system for assisting on-~~
 18 ~~going communication via face-to-face contact, mail and/or telephone follow-up. Periodicity should be~~
 19 ~~based on client need and acuity level and on minimum standards set by ADMINISTRATOR in the~~
 20 ~~Standards of Care.~~

21 ~~_____ 3) Education Incorporate general and client-specific prevention education into case~~
 22 ~~management sessions.~~

23 ~~_____ 4) Individualized Service Plan (ISP):~~

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

26 ~~_____ b) Work collaboratively with the client and involve the client in the development~~
 27 ~~of the ISP.~~

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

30 ~~_____ 5) Referral/Advocacy and Coordination of Services:~~

31 ~~_____ a) Based on the client's intake and assessment (acuity level), refer client to~~
 32 ~~appropriate health, social services, and entitlement programs available in house or in the community~~
 33 ~~(inclusive of HIV-related and non-HIV-related private and/or governmental services).~~

34 ~~_____ b) Contact agency to which client was referred to make sure linkages were~~
 35 ~~established.~~

36 ~~_____ 6) Follow-Up and Monitoring:~~

37 ~~_____ a) Periodically contact client to assess and re-evaluate client's level of functioning~~

1 ~~and changing clinical and psychological needs, based on assessed acuity.~~

2 ~~_____ b) Respond in a timely and appropriate manner to client requests for assistance~~
3 ~~and to client needs.~~

4 ~~_____ c) Conduct follow-up on clients who fall out of care.~~

5 ~~_____ d) Make reasonable attempts to maintain clients who have behavioral issues that~~
6 ~~impede delivery of services in Case Management. This may include establishing behavioral contracts~~
7 ~~for continuation of services. CONTRACTOR shall notify ADMINISTRATOR of any situation~~
8 ~~necessitating behavioral contracts for continuation of services.~~

9 ~~_____ 7) Coordination of Medical Care:~~

10 ~~_____ a) Assess client's access to medical care and any barriers to care. Case managers~~
11 ~~shall make an effort to identify barriers to adherence.~~

12 ~~_____ b) Monitor client medication adherence and provide assistance as appropriate.~~

13 ~~_____ c) Communicate barriers to adherence to client's medical care providers.~~

14 ~~_____ 8) Discharge Planning:~~

15 ~~_____ a) Document discharge of client in client file. Clients may be discharged from~~
16 ~~Medical Case Management for many causes including, but not limited to, death, determination of~~
17 ~~ineligibility for services, determination that client no longer needs services, client choice, transfer to~~
18 ~~other agency, client behaviors resulting in an inability to provide appropriate case management services,~~
19 ~~and loss to follow-up.~~

20 ~~_____ b) Make reasonable and appropriate attempts to locate and communicate with~~
21 ~~clients lost to follow-up before termination of services, including, but not limited to, contacting medical~~
22 ~~providers, other service providers, and emergency contacts, within the constraints of previously signed~~
23 ~~releases of information. The case manager may refer the case to an outreach worker in an attempt to~~
24 ~~bring the client back into care if attempts to locate client have been unsuccessful. Referrals to the~~
25 ~~outreach worker shall be documented in the client's chart as part of a termination plan.~~

26 ~~_____ c) Facilitate discontinuation of services with assistance from other collaborative~~
27 ~~service providers, as appropriate, and prepare a summary noting case disposition and measurement of~~
28 ~~progress toward identified goals and place the summary in the client record.~~

29 ~~_____ d) Prepare a case summary, if client requests a referral to a new provider.~~

30 ~~_____ e. MEDICAL CASE MANAGEMENT LEVELS AND STANDARDS OF CARE~~

31 ~~_____ 1) Medical Case Management levels and service intervals are determined first and~~
32 ~~foremost by client needs as assessed by the case manager and by best practices identified by the~~
33 ~~community.~~

34 ~~_____ 2) CONTRACTOR shall adhere to Minimum Standards of Care, determined by the~~
35 ~~community and provided by ADMINISTRATOR, in providing services. For purposes of this~~
36 ~~Agreement, the following two levels are provided as guidelines for assignment of clients to Medical~~
37 ~~Case Management and determination of staff caseloads.~~

~~a) Moderate—Clients with moderate acuity and regular, ongoing need for assistance and support to meet needs. Staff performing moderate level case management shall have a minimum of Bachelor’s degree in a social service field or comparable case management experience. Moderate level case management requires, at minimum, monthly contact with clients and quarterly (every three months) reassessment of needs. Moderate level caseloads are generally expected to be fifty one (51) to eighty (80) clients.~~

~~b) Intensive—Clients with significant health or psychosocial needs including psychiatric disorders, active substance abuse or other factors causing severe disruption in function and access to care and services, requiring intensive assistance and support to meet needs. Staff performing intensive level case management shall have a Master’s degree in a social service field or a nursing degree. Intensive level case management requires, at minimum, monthly contact with clients and face-to-face bi-monthly (every two months) reassessments of needs. Intensive level caseloads are generally expected to be thirty (30) to fifty (50) clients.~~

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

- ~~1) Client CD4 counts;~~
- ~~2) Client viral load counts;~~
- ~~3) Client access to medical care; and~~
- ~~4) Client acuity scores.~~

~~g. ADMINISTRATOR reserves the right to identify certain clients who need immediate attention, for which CONTRACTOR will conduct an assessment within two (2) business days.~~

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
Moderate		
—Face-to-face contacts	334	500
—Unduplicated clients	50	125

~~5. STAFFING~~

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>FTEs</u>	<u>FTEs</u>
ADMINISTRATIVE STAFF		

1	—	—0	—0
2	SUBTOTAL	0	0
3			
4	DIRECT CARE STAFF		
5	—Nursing or Social Worker Case Manager	1.00	1.00
6	SUBTOTAL	1.00	1.00
7			
8	TOTAL FTEs	1.00	1.00

~~———— b. CONTRACTOR shall employ Nursing Case Manager(s) who possess a current California license as a Registered Nurse (RN), or Social Worker Case Manager(s) who are Licensed Social Workers or who possess a Master’s degree in Social Work or comparable degree and experience. Social Workers must have experience in HIV service provision, substance abuse treatment, and/or psychiatric care management.~~

~~———— c. CONTRACTOR shall make its best effort to hire staff with home care experience and staff with bilingual capabilities in Spanish/English to assist with case management services.~~

~~— D.~~

C. QUALITY MANAGEMENT (QM) PLAN

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

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

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