

1 AGREEMENT FOR PROVISION OF
2 HIV MAI MEDICAL CASE MANAGEMENT SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 DELHI CENTER
7 MARCH 1, ~~2011~~2012 THROUGH FEBRUARY ~~29, 2012~~28, 2013

8
9 | THIS AGREEMENT entered into this 1st day of March ~~2011~~2012, which date is enumerated for
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 DELHI CENTER, a California nonprofit corporation (CONTRACTOR). This Agreement shall be
12 administered by the County of Orange Health Care Agency (ADMINISTRATOR).
13

14 **W I T N E S S E T H:**
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16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
17 Human Immunodeficiency Virus (HIV) Minority AIDS Initiative (MAI) Medical Case Management
18 Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: March 1, ~~2011~~2012 through February ~~29, 2012~~28, 2013

Maximum Obligation: \$142,958

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: Delhi Center
505 East Central Avenue
Santa Ana, CA 92707

CONTRACTOR's Insurance Coverages:

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

I. ACRONYMS

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

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

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II. ALTERATION OF TERMS

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or

1 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
2 Such individual or entity shall be immediately removed from participating in any activity associated
3 with this ~~AGREEMENT~~ Agreement. ADMINISTRATOR will determine ~~if any~~ appropriate repayment ~~is~~
4 ~~necessary from~~ or sanction CONTRACTOR for services provided by ineligible person or individual.

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

7 ~~C~~ ~~D. REIMBURSEMENT STANDARDS~~

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

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

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

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

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

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

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

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

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

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

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

37

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

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

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

9 //

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

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

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

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

23 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

V. CONFIDENTIALITY

[rg13] A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, including 42 USC 290dd-2 (Confidentiality of Records), as they now exist or may hereafter be amended or changed.

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

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

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

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

VI. COST REPORT

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

1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time

1 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the
2 following:

3 a. CONTRACTOR may be assessed a late penalty of ~~one~~five hundred dollars (~~\$100~~500)
4 for each business day after the above specified due date that the accurate and complete Cost Report is
5 not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR.
6 The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
7 CONTRACTOR.

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

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

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

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

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

32 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
33 this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim
34 monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
35 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the
36 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days
37 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any

1 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

22
23 Signed _____
24 Name _____
25 Title _____
26 Date _____"

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

31 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
32 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
33 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
34 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as
35 they relate to the service or activity under subcontract, and include any provisions that
36 ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon
37 five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of

1 ~~this Agreement or any provisions that ADMINISTRATOR has required.~~ No subcontract shall terminate
2 or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
3 ~~CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written~~
4 ~~consent of COUNTY~~ ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,
5 amounts claimed for subcontracts not approved in accordance with this paragraph.

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

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

21
22 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

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IX. EQUIPMENT

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

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

C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of ~~specified items of the approved~~ Equipment (Fixed or Controlled Assets) purchased by CONTRACTOR. To “expense,” in relation to

//
Equipment, means to charge the ~~full~~ proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY ~~and the Equipment shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.~~

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

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

F. CONTRACTOR must report any loss or theft of ~~Loaned~~ Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices paragraph of this Agreement. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of

1 ~~Loaned~~ Equipment are moved from one location to another or returned to COUNTY as surplus.

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

6 #

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

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

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

17 **XI. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

37 3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30)

1 calendar days written notice has been given to Orange County HCA/Contract Development and
2 Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."

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

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

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9 #

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

12
13 **XII. INSPECTIONS AND AUDITS**

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

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

28 C. AUDIT RESPONSE

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

34 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
35 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
36 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
37 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement

1 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
 2 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
 3 reimbursement due COUNTY.

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

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

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

#

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17 **XIII. LICENSES AND LAWS**

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

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

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

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

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

33 ~~3. 42 USC. 12101 et seq., the 4. ~~The American Recovery & Reinvestment~~~~
 34 ~~Act (ARRA) of 2009.~~

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

36 ~~4. WIC § 6. ~~AIDS Housing Opportunity Act (42 U.S.C.A. 12901 et seq.).~~~~

37 ~~7. Title 24, Subtitle B, Chapter 5, Subchapter C, CFR Part 574, Housing Opportunities for~~

1 ~~Persons with AIDS:~~

2 ~~8. 24 CFR Parts 42 and 570.606.~~

3 ~~9. 25 CFR Part 85, Common Rule to the Community Development Block Grant Entitlement~~
4 ~~Program.~~

5 ~~10. 42 CFR, Public Health.~~

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

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

8 ~~13. State of California Welfare and Institutions Code Section 15600, et seq., Abuse of the~~
9 ~~Elderly and Dependent Adults.~~

10 ~~14. 5. 45 CFR Part 76, Drug Free Work Place.~~

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

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

14 ~~17. Office of Management and Budget (8. OMB) Circulars A-87, A-89, A-110, A-122 and~~
15 ~~A-133.~~

16 #

17 #

18 9. ARRA of 2009.

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

21 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

1 grounds for termination of this Agreement.

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

4
5 **XIV. LITERATURE AND ADVERTISEMENTS**

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

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

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

19
20 **XV. MAXIMUM OBLIGATION**

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

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

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30 **XVI. NONDISCRIMINATION**

31 **A. EMPLOYMENT**

32 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully
33 discriminate against any employee or applicant for employment because of his/her ethnic group
34 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over),
35 sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall warrant
36 that the evaluation and treatment of employees and applicants for employment are free from
37 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment

1 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,
 2 including apprenticeship. There shall be posted in conspicuous places, available to employees and
 3 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal
 4 Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

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

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

- 23 a. Denying a client or potential client any service, benefit, or accommodation.
 24 b. Providing any service or benefit to a client which is different or is provided in a
 25 different manner or at a different time from that provided to other clients.
 26 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
 27 by others receiving any service or benefit.

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29 #

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~~ OCR. CONTRACTOR's

1 statement 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)~~, OCR, the Office OCR may proceed to investigate the client's complaint, or the Office
4 OCR may request 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~~ OCR.

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.~~ USC 794 et seq., as implemented in 45
10 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 ~~U.S.C.A.~~ USC 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 state
19 law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR
20 may be declared ineligible for further contracts involving federal, state or county funds.

21 **XVII. NOTICES**

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

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

28 2. When faxed, transmission confirmed;

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

30 #
31 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
32 Service, or other expedited delivery service.

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

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

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

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

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

8

9 **XVIII. NOTIFICATION OF DEATH**

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

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

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

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

21 **B. TERMINAL ILLNESS DEATH**

22 1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered,
 23 or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of
 24 any person served hereunder. The Notification of Terminal Illness Death shall contain the name of the
 25 deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of
 26 CONTRACTOR's officers or 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 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

36 **B.** CONTRACTOR shall notify ADMINISTRATOR at least ~~ten (10)~~ thirty (30) business days in
 37 advance of any applicable public event or meeting. The notification must include the date, time,

1 duration, location and purpose of public event or meeting. Any promotional materials or event related
2 flyers must be approved by ADMINISTRATOR prior to distribution.

4 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

8 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),
9 75055(a), 75343(a), and 77143(a).

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

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

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

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

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

23 //

24 //

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

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

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

33 F. CONTRACTOR shall ~~be informed through this Agreement that HIPAA has broadened the~~
34 ~~definition of medical records and identified this new record set as a Designated Record Set (DRS).~~
35 ~~CONTRACTOR shall~~ ensure all HIPAA (DRS) requirements are met. HIPAA requires that clients,
36 participants and/or patients be provided the right to access or receive a copy of their DRS and/or request
37 addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or

1 for a covered entity that is:

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

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

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

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

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

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

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

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

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

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

1 CONTRACTOR.

2 ~~NO.~~ CONTRACTOR may be required to retain all records involving litigation proceedings and
3 settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

4 ~~NO.~~ CONTRACTOR shall notify ADMINISTRATOR of any ~~Public Record Act (PRA) request~~
5 ~~requests related to, or arising out of this Agreement~~ within ~~twenty-four (24)~~ ~~forty-eight (48)~~ hours.
6 CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

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10 **XXI. REVENUE**

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

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

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

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

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33 **XXII. SEVERABILITY**

34 | If a court of competent jurisdiction declares any provision of this Agreement or application thereof
35 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
36 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
37 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain

1 in full force and effect, and to that extent the provisions of this Agreement are severable.

3 **XXIII. SPECIAL PROVISIONS**

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

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

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

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

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

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

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

19 7. Supplanting current funding for existing services.

20 8. Fundraising.

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

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

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

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

32 13. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
33 services.

34 //
35 14. Paying an individual salary or compensation for services at a rate in excess of the ~~salary~~
36 ~~schedule specified by ADMINISTRATOR per~~ current Level I of the Executive Salary Schedule as
37 published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.

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

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

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

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

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

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

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

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

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

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XXIV. STATUS OF CONTRACTOR

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

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XXV. TERM

The term of this Agreement shall commence and terminate as specified ~~on Page 4~~ in the Referenced

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

6 **XXVI. TERMINATION**

7 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days
8 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 (30)
12 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 neglect by any physician or licensed person employed by CONTRACTOR of any duty
20 required pursuant to this Agreement.

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22 #

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

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

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

31 **D. CONTINGENT FUNDING**

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

37

XXVII. THIRD PARTY BENEFICIARY

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

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XXVIII. WAIVER OF DEFAULT OR BREACH

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

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

3 |
4 | DELHI CENTER

5 |
6 |
7 | BY: _____ DATED: _____

8 |
9 |
10 | TITLE: _____

11 |
12 | ~~BY: _____ DATED: _____~~

13 |
14 | ~~TITLE: _____~~

15 |
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18 |
19 | COUNTY OF ORANGE

20 |
21 |
22 | BY: _____ DATED: _____

23 | ~~CHAIR OF THE BOARD OF SUPERVISORS~~

24 |
25 |
26 | ~~SIGNED AND CERTIFIED THAT A COPY~~
27 | ~~OF THIS DOCUMENT HAS BEEN DELIVERED~~
28 | ~~TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535~~
29 | ~~ATTEST:~~

30 |
31 | _____ DATED: _____

32 | ~~DARLENE J. BLOOM~~
33 | ~~Clerk of the Board of Supervisors~~
34 | ~~Orange County, California~~

35 | ~~HEALTH CARE AGENCY~~

36 |
37 | APPROVED AS TO FORM

1 OFFICE OF THE COUNTY COUNSEL
2 ORANGE COUNTY, CALIFORNIA

3
4
5 BY: _____ DATED: _____
6 DEPUTY

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9 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
10 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
11 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
12 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.

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1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 HIV MAI MEDICAL CASE MANAGEMENT SERVICES WITH
 4 DELHI CENTER
 5 MARCH 1, ~~2011~~2012 THROUGH FEBRUARY ~~29, 2012~~28, 2013

7 **I. ASSURANCES**

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

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

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

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

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

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

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

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

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

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

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

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

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

7 **II. BUDGET**

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

10 B. Line item budgets for Client Medical Transportation shall be used to purchase bus passes and
 11 ACCESS coupons only. Budgets for Client Medical Transportation may not be exceeded without prior
 12 ADMINISTRATOR approval.

14 **Medical Case Management Services – Minority AIDS Initiative**

15 **ADMINISTRATIVE COSTS**

16	Salaries	\$ 6,850	500
17	Benefits	1,439	365
18	Operating Expenses		
19	Travel <u>Services and Supplies</u>	0	2,230
20	Equipment		0
21	Facilities Expenses	4,200	
22	Communications		0
23	Professional Services	0	4,200
24	SUBTOTAL	\$ 12,489	14,295

26 **DIRECT CARE COSTS**

27	Salaries	\$ 93,328	92,400
28	Benefits	19,523	404
29	Operating Expenses		
30	Travel <u>and Training</u>	1,400	850
31	Equipment		0
32	Facilities Expenses <u>Services and</u>	9,820	8,301
33	<u>Supplies</u>		
34	Communications	2,440	3,750
35	Client Medical Transportation		3,958
36	SUBTOTAL	\$130,469	128,663

TOTAL CONTRACT COSTS \$142,958

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

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

~~E. 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~~ percent of expected contracted costs at that point in the contract period. If CONTRACTOR's actual costs deviate ten percent (10%) ~~%)~~, either above or below the target, ADMINISTRATOR may request a written justification and a corrective action plan or request for budget revision.

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

~~DG.~~ Catalog of Federal Domestic Assistance (CFDA) Information

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

~~a. CFDA Year: 2010~~

CFDA Year: 2011

CFDA#: ~~No.:~~ 93.914

1 Program Title: ~~_____~~ HIV Emergency Relief Project Grants (B)
 2 Federal Agency: ~~_____~~ Department of Health and Human Services
 3 Award Name: ~~_____~~ HIV Emergency Relief Projects Grants (B) (Ryan White Part
 4 A)
 5 Amount: ~~_____~~ \$142,958 (estimated)
 6

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

10 3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify
 11 CONTRACTOR in writing of said revisions.
 12

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

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

16 ~~_____~~ B. CONTRACTOR shall establish and maintain a Client Grievance Resolution Policy and
 17 document that each client to whom services are provided under the terms of this Agreement are given
 18 information on the grievance process. CONTRACTOR's policy shall allow for the client to appeal
 19 CONTRACTOR's decision to ADMINISTRATOR, for review if the client is unsatisfied with
 20 CONTRACTOR's final decision related to a grievance. CONTRACTOR shall submit a copy of its
 21 Client Grievance Resolution Policy to ADMINISTRATOR within thirty (30) calendar days of the
 22 effective date of this Agreement and within fifteen (15) calendar days of the adoption by
 23 CONTRACTOR of any revisions to the policy. CONTRACTOR's Client Grievance Resolution Policy
 24 is subject to approval by ADMINISTRATOR for the purpose of maintaining consistency with
 25 established standards and policies.
 26

27 **IV. GENERAL STAFFING REQUIREMENTS**

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

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

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

1
2
3 A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs
4 of providing the services described hereunder, less revenues which are actually received by
5 CONTRACTOR; provided, however, that CONTRACTOR’s costs are allowable pursuant to county,
6 state, and federal regulations.

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

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

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

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

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

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

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

37

VI. REPORTS

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

B. FISCAL

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

2. CONTRACTOR shall submit quarterly Year-End Projection Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report anticipated units of services to be provided, and projected period-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services paragraph of this Exhibit A to the Agreement. Such reports shall include the actual monthly costs and revenues as of the date submitted and anticipated monthly costs and revenues projected through year-end. Year-End

Projection Reports shall be due on the following dates: June 20, ~~2011~~2012; September 20, ~~2011~~2012; and December ~~1, 2011~~3, 2012; unless otherwise agreed to in writing by ADMINISTRATOR.

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

D. PROGRAMMATIC – CONTRACTOR shall submit quarterly programmatic reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall include but not be limited to, staff changes and corresponding impact on services, status of licensure and/or certifications, changes in populations being served and reasons for any such changes.

1 CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of
 2 this Agreement and, if not, shall specify what steps will be taken to achieve satisfactory progress. The
 3 reports shall be due on the following dates: June 20, ~~2011~~2012; September 20, ~~2011~~2012; December ~~1,~~
 4 ~~2011~~20, 2012; and March 21, ~~2012~~2013; unless otherwise agreed to in writing, by ADMINISTRATOR.

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

10 //
 11 F. Countywide Data Reporting – CONTRACTOR shall fully comply with ADMINISTRATOR
 12 requirements for real-time data reporting of client demographics and selected service delivery
 13 information for Ryan White funded services. For purposes of this Agreement, real-time data reporting
 14 shall be defined as entering data into the COUNTY’s designated data system within two (2) business
 15 days of providing services; unless otherwise agreed to in writing, by ADMINISTRATOR. For other
 16 service delivery information, CONTRACTOR shall enter data into the COUNTY’s designated data
 17 system within five (5) business days of providing services. ADMINISTRATOR and CONTRACTOR
 18 shall confer and mutually agree to which service delivery information must be reported within two (2)
 19 days of providing services.

20 G. QUALITY MANAGEMENT (QM) REPORTS – CONTRACTOR shall submit a QM Report
 21 with appropriate signature(s) to ADMINISTRATOR by March 31, ~~2012~~2013. The QM Report shall be
 22 submitted in a format provided or approved by ADMINISTRATOR. The QM Report shall include but
 23 not be limited to:

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

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

32 **VII. SERVICES**

33
 34 A. CONTRACTOR shall make all services specified herein available to eligible persons who
 35 reside in Orange County and are infected with the HIV, in accordance with this Agreement. Parties
 36 understand that Common Standards of Care have been developed for all HIV Services and service-
 37 specific Standards of Care have been developed for some services. CONTRACTOR shall adhere to

1 standards of care approved by ADMINISTRATOR. CONTRACTOR and ADMINISTRATOR may
2 mutually agree, in writing, to adjust the Eligibility, Units of Service, and Staffing subparagraphs set forth
3 below for each program.

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

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

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

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

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 source,
31 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. Contractor shall
36 maintain documentation of such efforts which may include, but not be limited to: records of
37 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and

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

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

12 | B. MEDICAL CASE MANAGEMENT SERVICES – MINORITY AIDS INITIATIVE (MAI)

13 | 1. DEFINITION – A range of client-centered services that link clients, ethnic groups
14 | disproportionately impacted by the HIV epidemic with health care, psychosocial, and other services.
15 | The goal of case management is to enhance independence and increase quality of life for clients through
16 | adherence to medical care. The coordination and follow-up of medical treatments are the primary, but
17 | not exclusive, components of medical case management. These services ensure timely and coordinated
18 | access to medically appropriate levels of health and support services. Case Management should also
19 | ensure continuity of care through ongoing assessment of the client’s needs and personal support systems.

20 | Key activities include:

- 21 | a. initial assessment of service needs;
- 22 | b. development of a comprehensive, individualized service plan;
- 23 | c. coordination of services required to implement the plan;
- 24 | d. monitoring of client to assess the efficacy of the plan;
- 25 | e. periodic re-evaluation and adaptation of the plan; and
- 26 | f. clear documentation of assessment, plan, and referrals.

27 | #

28 | 2. ELIGIBILITY

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

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

34 | c. Clients may not be enrolled in multiple case management programs.

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

36 | 3. SCOPE OF SERVICES

37 | a. CONTRACTOR shall provide access to a full range of Medical Case Management

1 services. Services must be consistent with Standards of Care for Case Management provided by
 2 ADMINISTRATOR. These services ensure timely and coordinated access to appropriate levels of
 3 health and support services.

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

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

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

12 //

13 1) Client Intake:

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

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

23 2) Comprehensive Assessment:

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

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

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

35 d) Periodically assess and re-evaluate client's level of functioning and changing
 36 clinical and psychological needs. As specified by ADMINISTRATOR in the Standards of Care,
 37 CONTRACTOR shall conduct formal reassessment at minimum as follows, depending on the client's

1 health status and level of functioning as determined by the primary case manager.

2	3	4	5	6
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

8
9 e) Maintain regular and appropriate contact with clients or with person(s)
10 responsible for providing care, in the case of dependent clients. Periodicity should be based on client
11 need and acuity level and on minimum standards set by ADMINISTRATOR in the Standards of Care, as
12 noted above.

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

15 4) Individualized Service Plan (ISP):

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

18 b) Work collaboratively with the client and involve the client in the development
19 of the ISP.

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

22 5) Referral/Advocacy and Coordination of Services:

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

26 b) Contact agency to which client was referred to make sure linkages were
27 established.

28 6) Follow-Up and Monitoring:

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

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

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

34 d) Make reasonable attempts to maintain clients who have behavioral issues that
35 impede delivery of services in Case Management. This may include establishing behavioral contracts
36 for continuation of services. CONTRACTOR shall notify ADMINISTRATOR of any situation
37 necessitating behavioral contracts for continuation of services.

7) Coordination of Medical Care:

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

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

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

8) Service Closure:

a) Document service closure of client in client file.

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

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

e. MEDICAL CASE MANAGEMENT – MAI LEVELS

1) Medical Case Management – MAI levels and service intervals are determined first and foremost by client needs as assessed by the case manager and by best practices identified in the community.

2) CONTRACTOR shall adhere to Standards of Care, determined by the community and provided by ADMINISTRATOR, in providing services. For the purposes of this Agreement, the following is provided as a guideline for assignment of clients to Medical Case Management – MAI and determination of staff caseloads:

a) Basic – The least intensive level of case management for low-acuity clients who need only minimal assistance and support to meet needs. Staff performing basic level case management shall have a minimum of Bachelor's degree in a social service field or comparable case management experience. Basic level case management requires, at minimum, quarterly contact with clients and semi-annual (every six months) reassessments of needs. Caseloads for Case Managers are generally expected to be eighty-one (81) to one-hundred-ten (110) clients.

b) 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 face-to-face quarterly (every three months) reassessment of needs. Moderate level case loads are generally expected to be fifty-one (51) to eighty (80) clients.

c) Intensive – Clients with significant health and/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. MEDICAL TRANSPORTATION – BUS PASSES AND ACCESS COUPONS

1) Bus passes and/or ACCESS coupons may be provided to Medical Case Management clients who are living at or below three hundred percent (300%) of the Federal poverty level and are not eligible for medical transportation services under health insurance coverage or other funding source. Services must be consistent with Standards of Care for Medical Transportation provided by ADMINISTRATOR.

2) Medical transportation bus passes and/or ACCESS coupons shall only be provided in conjunction with a known upcoming health care appointment.

3) The most cost-effective means of transportation that meets client’s needs shall be utilized. When bus passes and/or ACCESS coupons will not meet the needs of the client, CONTRACTOR may refer client for Medical Transportation van and/or taxi services.

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

1) For Medical Case Management:

a) Improvement in health as measured by stable or increased CD4 counts and stable or decreased viral load;

b) Decreased psycho-social needs as measured by stable or improved acuity scores;

c) Increased ability to get to medical care as measured in Client Satisfaction Survey; and

d) Meeting individual’s goals as measured in Client Satisfaction Survey.

2) For Medical Transportation bus passes and/or ACCESS coupons – increased ability to get to health care appointments.

h. 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>Medical Case Management:</u>	<u>Units of Service</u>
Basic – Bachelor’s Level	
Face-to-face contacts	90

1	Unduplicated clients	50	
2	Moderate – Bachelor’s Level		
3	Face-to-face contacts	180	
4	Unduplicated clients	50	
5	Intensive		
6	Face-to-face contacts	216	
7	Unduplicated clients	40	
8	<u>Medical Transportation:</u>		
9	<u>Reduced Fare Daily Bus Passes Distributed</u>		<u>1,188</u>
10	<u>Reduced Fare Monthly Bus Passes Distributed</u>		<u>144</u>

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14 5. STAFFING

15 a. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full

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

	<u>FTEs</u>
18	
19	ADMINISTRATIVE STAFF
20	Chief Executive Director <u>Officer</u> 0. 0250 <u>0200</u>
21	<u>Director of Operations</u> <u>0.0700</u>
22	SUBTOTAL 0. 0250 <u>0900</u>
23	
24	DIRECT CARE STAFF
25	Program Coordinator <u>Programs</u> 0. 4000 <u>5000</u>
26	<u>Director</u>
27	Senior Case Manager 1.0000
28	Case Manager 0.5000 <u>1.0000</u>
29	0
30	Case Manager <u>Director of Operations</u> <u>0.5000</u> <u>0100</u>
31	Administrative Assistant <u>0.0010</u>
32	SUBTOTAL 2. 4010 <u>5100</u>
33	
34	TOTAL FTEs 2. 4260 <u>6000</u>

36 b. CONTRACTOR shall make its best effort to hire staff with bilingual capabilities in

37 Spanish/English to assist with case management services.

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c. Staffing shall adhere to staffing requirements as stated in Standards of Care for Case Management provided by ADMINISTRATOR.

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, staff roles and responsibilities, and reporting;
- 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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