

AGREEMENT FOR PROVISION OF
HIV OUTPATIENT/AMBULATORY MEDICAL SERVICES

BETWEEN
COUNTY OF ORANGE

AND

LAGUNA BEACH COMMUNITY CLINIC, INC.

MARCH 1, ~~2012~~2013 THROUGH FEBRUARY 28, ~~2013~~2014

THIS AGREEMENT entered into this 1st day of March ~~2012~~2013, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and LAGUNA BEACH COMMUNITY CLINIC, INC., a California nonprofit corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

WITNESSETH:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Human Immunodeficiency Virus (HIV) Outpatient/Ambulatory Medical Services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: March 1, ~~2012~~2013 through February 28, ~~2013~~2014

Maximum Obligation: \$~~236~~241,581

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Laguna Beach Community Clinic, Inc.

~~Attention: Tom Bent, M.D.~~

362 Third Street

Laguna Beach, CA 92651

Attention: Tom Bent, M.D.

E-mail: tcbent@lbclinic.org

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability, including coverage	\$1,000,000 per occurrence
for owned, non-owned and hired vehicles	
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or
	per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

I. ACRONYMS

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

A.	<u>A.</u>	<u>ADAP</u>	<u>AIDS Drug Assistance Program</u>
	<u>B.</u>	<u>AIDS</u>	<u>Acquired Immune Deficiency Syndrome</u>
	<u>C.</u>	<u>ARRA</u>	<u>American Recovery and Reinvestment Act</u>
	B <u>D.</u>	<u>ASRS</u>	<u>Alcohol and Drug Programs Reporting System</u>
	C <u>E.</u>	<u>CCC</u>	<u>California Civil Code</u>
	D <u>F.</u>	<u>CCR</u>	<u>California Code of Regulations</u>
E.	<u>G.</u>	<u>CDC</u>	<u>Centers for Disease Control</u>
	<u>H.</u>	<u>CFR</u>	<u>Code of Federal Regulations</u>
	F <u>I.</u>	<u>CHPP</u>	<u>COUNTY HIPAA Policies and Procedures</u>
	<u>J.</u>	G.	<u>CHS</u> <u>Correctional Health Services</u>
	<u>K.</u>	<u>CAN</u>	<u>Certified Nursing Attendants</u>
	<u>L.</u>	<u>COI</u>	<u>Certificate of Insurance</u>
	<u>M.</u>	H.	<u>D/MC Drug/Medi-Cal</u>
	I. <u>DMH</u> <u>N.</u>	<u>DHCS</u>	<u>Department of Mental Health <u>Care Services</u></u>
	<u>O.</u>	<u>DME</u>	<u>Durable Medical Equipment</u>
	<u>P.</u>	J.	<u>DPFS Drug Program Fiscal Systems</u>
	<u>Q.</u>	K.	<u>DRS</u> <u>Designated Record Set</u>
	<u>R.</u>	<u>FTE</u>	<u>Full Time Equivalent</u>
	<u>S.</u>	L.	<u>HCA</u> <u>Health Care Agency</u>
	M <u>T.</u>	<u>HHS</u>	<u>Health and Human Services</u>
	N <u>U.</u>	<u>HIPAA</u>	<u>Health Insurance Portability and Accountability Act</u>
	<u>V.</u>	<u>HIV</u>	<u>Human Immunodeficiency Virus</u>
	<u>W.</u>	<u>HOPWA</u>	<u>Housing Opportunities for Persons with AIDS</u>
	<u>X.</u>	O.	<u>HSC</u> <u>California Health and Safety Code</u>
	<u>Y.</u>	<u>ISO</u>	<u>Insurance Services Office</u>
	<u>Z.</u>	<u>ISP</u>	<u>Individualized Service Plan</u>
	<u>AA.</u>	<u>ITP</u>	<u>Individualized Treatment Plan</u>
	<u>AB.</u>	<u>LIHP</u>	<u>Low Income Health Program</u>
	<u>AC.</u>	<u>MAI</u>	<u>Minority AIDS Initiative</u>
	<u>AD.</u>	P.	<u>MHP</u> <u>Mental Health Plan</u>
	<u>AE.</u>	<u>MOU</u>	<u>Memoranda of Understanding</u>
	<u>AF.</u>	Q.	<u>OCJS</u> <u>Orange County Jail System</u>
	R <u>AG.</u>	<u>OCPD</u>	<u>Orange County Probation Department</u>

1	AH.	S.	OCR Office for Civil Rights
2	TAI.		OCSD Orange County Sheriff's Department
3	UAJ.		OIG Office of Inspector General
4	AK.	V.	OMB Office of Management and Budget
5	WAL.		OPM Federal Office of Personnel Management
6	XAM.		PADSS Payment Application Data Security Standard
7	AN.	Y.	PC State of California Penal Code
8	ZAO.		PCI DSS Payment Card Industry Data Security Standard
9	AP.	AA.	PHI Protected Health Information
10	AQ.	AB.	PII Personally Identifiable Information
11	AR.	AC.	PRA Public Record Act
12	<u>AS.</u>		<u>QM Quality Management</u>
13	<u>AT.</u>		<u>RWDR/RSR Ryan White Data and/or Services Reports</u>
14	<u>AU.</u>		<u>SIR Self-Insured Retention</u>
15	<u>AV.</u>		<u>SNAP Supplemental Nutrition Assistance Program</u>
16	AW.	AD.	USC United States Code
17	AEAX.		WIC State of California Welfare and Institutions Code
18	<u>AY.</u>		<u>WIC Women, Infants, Children</u>

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.

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IV. COMPLIANCE

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

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

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

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

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

22 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's
23 Compliance Program contains all required elements. CONTRACTOR shall take necessary action to
24 meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's
25 Compliance Program if the ADMINISTRATOR's Compliance Program does not contain all required
26 elements.

27 6. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
28 CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure
29 that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's
30 Compliance Program and related policies and procedures.

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

35 B. SANCTION SCREENING - CONTRACTOR shall screen all Covered Individuals employed or
36 retained to provide services related to this Agreement to ensure that they are not designated as Ineligible
37 Persons, as defined hereunder. Screening shall be conducted against the General Services

1 Administration's List of Parties Excluded from Federal Programs, the Health and Human Services/OIG
2 List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.

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

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

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

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

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

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

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

27 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
28 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
29 screened. Such individual or entity shall be immediately removed from participating in any activity
30 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment or sanction
31 CONTRACTOR for services provided by ineligible person or individual.

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

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

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

1 representative to complete all Compliance Trainings when offered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 federal and state health care program regulations and procedures or instructions otherwise
2 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or
3 their agents.

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

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

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

12
13 **V. CONFIDENTIALITY**

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

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

22 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
23 consents for the release of information from all persons served by CONTRACTOR pursuant to this
24 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,
25 Part 2.6 relating to confidentiality of medical information.

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

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

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VI. COST REPORT

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

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

13 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
14 business day after the above specified due date that the accurate and complete Cost Report is not
15 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
16 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
17 CONTRACTOR.

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

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

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

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

34 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
35 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth in
36 the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to
37 COUNTY which are not reimbursable pursuant to applicable federal, state and county laws, regulations

1 and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently
2 determined to have been for an ~~unreimbursable~~un-reimbursable expenditure or service, shall be repaid
3 by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)
4 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
5 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

17 F. All Cost Reports shall contain the following attestation, which may be typed directly on or
18 attached to the Cost Report:

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

28
29 Signed _____
30 Name _____
31 Title _____
32 Date _____"

33
34 **VII. DELEGATION ASSIGNMENT, AND SUBCONTRACTS**

35 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
36 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
37 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are

1 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as
 2 they relate to the service or activity under subcontract, and include any provisions that
 3 ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon
 4 five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of
 5 this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate
 6 or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
 7 ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed
 8 for subcontracts not approved in accordance with this paragraph.

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

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

22 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

33 **IX. EQUIPMENT**

34
 35 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 36 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 37 Administrator to assist in performing the services described in this Agreement. "Relatively Permanent"

1 is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over,
 2 including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
 3 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
 4 other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes,
 5 but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of
 6 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
 7 depreciated according to generally accepted accounting principles.

8 B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any
 9 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR
 10 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
 11 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
 12 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
 13 purchased asset in an Equipment inventory.

14 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
 15 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in
 16 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
 17 is purchased. Title of expensed Equipment shall be vested with COUNTY.

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

23 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
 24 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any
 25 or all Equipment to COUNTY.

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

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

34 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
 35 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.
 36

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

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

6 7 **XI. INDEMNIFICATION AND INSURANCE**

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

18 B. Prior to the provision of services under this AGREEMENT, CONTRACTOR agrees to
 19 purchase all required insurance at CONTRACTOR's expense and to submit to COUNTY the COI,
 20 including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions
 21 of this AGREEMENT have been complied with and to maintain such insurance coverage with
 22 COUNTY during the entire term of this AGREEMENT. In addition, all subcontractors performing
 23 work on behalf of CONTRACTOR pursuant to this AGREEMENT shall obtain insurance subject to the
 24 same terms and conditions as set forth herein for CONTRACTOR.

25 C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
 26 indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an
 27 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
 28 CEO/Office of Risk Management.

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

32 If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this
 33 AGREEMENT, COUNTY may terminate this AGREEMENT.

34 E. QUALIFIED INSURER

35 1. The policy or policies of insurance must be issued by an insurer licensed to do business in
 36 the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M.
 37 Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's

Key Rating Guide/Property-Casualty/United States or ambest.com)

2. ~~C. All insurance~~ If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

F. The policy or policies ~~except~~ of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation, Employer's	Statutory
Employers' Liability, and Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

G. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

H. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following ~~clauses~~ endorsements, which shall accompany the COI:

~~1. "The~~ 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is ~~included as an additional insured with respect to the operations of the named insured performed under contract with~~ primary and any insurance or self-insurance maintained by the County of Orange ~~" shall be excess and non-contributing.~~

~~I 2. "It is agreed that any insurance maintained by the County of Orange shall apply in~~

1 ~~excess of, and not contribute with, insurance provided by this policy."~~

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

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

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

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

13 J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
14 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its
15 elected and appointed officials, officers, agents and employees.

16 K. All insurance policies required by this AGREEMENT shall give the County of Orange 30 days'
17 notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by
18 policy provisions or an endorsement separate from the COI.

19 L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR
20 shall agree to maintain professional liability coverage for two years following completion of
21 AGREEMENT.

22 M. The Commercial General Liability policy shall contain a severability of interests clause also
23 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

24 N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
25 insurance of any of the above insurance types throughout the term of this AGREEMENT. Any increase
26 or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
27 adequately protect COUNTY.

28 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
29 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY
30 incorporating such changes within thirty days of receipt of such notice, this AGREEMENT may be in
31 breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

32 P. The procuring of such required policy or policies of insurance shall not be construed to limit
33 CONTRACTOR 's liability hereunder nor to fulfill the indemnification provisions and requirements of
34 this AGREEMENT, nor act in any way to reduce the policy coverage and limits available from the
35 insurer.

36 Q. SUBMISSION OF INSURANCE DOCUMENTS

37 1. The COI and endorsements shall be provided to COUNTY as follows:

a. Prior to the start date of this AGREEMENT.

b. No later than the expiration date for each policy.

c. Within thirty (30) days' upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph F. of this AGREEMENT.

2. The COI and endorsements shall be provided to the COUNTY at the address as referenced in the Referenced Contract Provisions of this AGREEMENT.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this AGREEMENT by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all AGREEMENTs between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this AGREEMENT are submitted to ADMINISTRATOR.

b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all AGREEMENTs between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this AGREEMENT are submitted to ADMINISTRATOR.

c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

R. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT, nor act in any way to reduce the policy coverage and limits available from the insurer.

XII. INSPECTIONS AND AUDITS

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

1 Agreement, and the premises in which they are provided.

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

6 C. AUDIT RESPONSE

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

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

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

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

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

30
31 **XIII. LICENSES AND LAWS**

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

1 | waivers and exemptions. Said inability shall be cause for termination of this Agreement.

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

- 5 | 1. Federal Single Audit Act of 1984 (31 USC. 7501.70).
- 6 | 2. HIPAA Privacy Rule, as it may exist now, or be hereafter amended, and if applicable.
- 7 | 3. 42 USC. 12101 et seq., the Americans with Disabilities Act of 1990.
- 8 | 4. WIC §15600, et seq., Abuse of the Elderly and Dependent Adults.
- 9 | 5. 45 CFR Part 76, Drug Free Work Place.
- 10 | 6. CCR, Title 22.
- 11 | 7. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy
12 | Statement.
- 13 | 8. OMB Circulars A-87, A-89, A-110, A-122 and A-133.
- 14 | 9. ARRA of 2009.
- 15 | 10. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS
16 | Treatment Extension Act of 2009.

17 | C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

- 20 | a. In the case of an individual contractor, his/her name, date of birth, social security
21 | number, and residence address;
- 22 | b. In the case of a contractor doing business in a form other than as an individual, the
23 | name, date of birth, social security number, and residence address of each individual who owns an
24 | interest of ten percent (10%) or more in the contracting entity;
- 25 | c. A certification that CONTRACTOR has fully complied with all applicable federal and
26 | state reporting requirements regarding its employees;
- 27 | d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
28 | and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply;

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

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

XIV. LITERATURE AND ADVERTISEMENTS

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

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

C. Any literature, including educational and promotional materials, distributed by CONTRACTOR for purposes directly related to this Agreement shall indicate that CONTRACTOR's services are supported by federal, state and county funds, as appropriate.

XV. MAXIMUM OBLIGATION

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

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

XVI. NONDISCRIMINATION

A. EMPLOYMENT

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

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

1 Such requirement shall be deemed fulfilled by use of the phrase “an equal opportunity employer.”

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

6 B. SERVICES, BENEFITS AND FACILITIES - CONTRACTOR shall not discriminate in the
7 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
8 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age
9 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with
10 Title VI of the Civil Rights Act of 1964 (42 USC §2000d) and all other pertinent rules and regulations
11 promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now
12 exist or be hereafter amended or changed.

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

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

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

24 2. Complaint Process - CONTRACTOR shall establish procedures for advising all clients
25 through a written statement that CONTRACTOR's clients may file all complaints alleging
26 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the
27 U.S. Department of Health and Human Services' OCR. CONTRACTOR's statement shall advise clients
28 of the following:

- 29 a. In those cases where the client's complaint is filed initially with the OCR, the Office
30 OCR may proceed to investigate the client's complaint, or the Office OCR may request COUNTY to
31 conduct the investigation.
- 32 b. Within the time limits procedurally imposed, the complainant shall be notified in
33 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
34 an appeal with the OCR.

35 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of
36 §504 of the Rehabilitation Act of 1973 (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.),
37 and the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), pertaining to the prohibition of

1 | discrimination against qualified persons with disabilities in all programs or activities, as they exist now
2 | or may be hereafter amended together with succeeding legislation.

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

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

12 | **XVII. NOTICES**

13 |
14 | A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
15 | authorized or required by this Agreement shall be effective:

16 | 1. When written and deposited in the United States mail, first class postage prepaid and
17 | addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
18 | by ADMINISTRATOR;

19 | 2. When faxed, transmission confirmed;

20 | 3. When sent by Email; or

21 | 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
22 | Service, or other expedited delivery service.

23 | B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
24 | this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
25 | transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
26 | Parcel Service, or other expedited delivery service.

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

31 | D. In the event of a death, notification shall be made in accordance with the Notification of Death
32 | ~~paragraph~~Paragraph of this Agreement.

33 |
34 | **XVIII. NOTIFICATION OF DEATH**

35 | A. NON-TERMINAL ILLNESS DEATH

36 | 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon
37 | becoming aware of the death due to non-terminal illness of any person served hereunder; provided,

1 however, weekends and holidays shall not be included for purposes of computing the time within which
2 to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given
3 during normal business hours.

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

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

9 B. TERMINAL ILLNESS DEATH

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

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

19
20 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

24 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
25 of any applicable public event or meeting. The notification must include the date, time, duration,
26 location and purpose of public event or meeting. Any promotional materials or event related flyers must
27 be approved by ADMINISTRATOR prior to distribution.

28
29 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

- 33 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),
34 75055(a), 75343(a), and 77143(a).
35 2. State of California, Department of ASRS manual.
36 3. State of California, DPFS manual.
37 4. State of California, Health and Safety Code §123145.

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

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

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

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

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

F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

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

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

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

H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or facsimile.

I. CONTRACTOR may be required to pay any costs associated with a breach of privacy and/or

1 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
2 pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

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

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

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

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

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

18 O. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
19 of this Agreement within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all
20 information that is requested by the PRA request.

21 22 **XXI. REVENUE**

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

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

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

37 //

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

4 **XXII. SEVERABILITY**

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

11 **XXIII. SPECIAL PROVISIONS**

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

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

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

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

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

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

22 6. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
23 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
24 use of appropriated funds to influence certain federal contracting and financial transactions).

25 7. Supplanting current funding for existing services.

26 8. Fundraising.

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

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

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

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

1 13. Reimbursement of CONTRACTOR’s members of the Board of Directors for expenses or
2 services.

3 14. Paying an individual salary or compensation for services at a rate in excess of the current
4 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
5 Schedule may be found at www.opm.gov.

6 15. Severance pay for separating employees.

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

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

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

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

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

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

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

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

23
24 **XXIV. STATUS OF CONTRACTOR**

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

36 //

37 //

XXV. TERM

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

XXVI. TERMINATION

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

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

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

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

D. CONTINGENT FUNDING

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

//

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 in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
 6 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
 7 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. Until the date of termination, continue to provide the same level of service required by this
 15 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 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
 20 client's best interests.

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

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

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

34
 35 **XXVII. THIRD PARTY BENEFICIARY**

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

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

3 LAGUNA BEACH COMMUNITY CLINIC, INC.
4

5
6 BY: _____ DATED: _____
7

8 TITLE: _____
9

10
11
12
13
14
15 COUNTY OF ORANGE
16

17
18 BY: _____ DATED: _____
19

20 HEALTH CARE AGENCY
21

22
23
24 APPROVED AS TO FORM
25 OFFICE OF THE COUNTY COUNSEL
26 ORANGE COUNTY, CALIFORNIA
27

28
29 BY: _____ DATED: _____
30

31 DEPUTY
32
33

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

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 HIV OUTPATIENT/AMBULATORY MEDICAL SERVICES WITH
 4 LAGUNA BEACH COMMUNITY CLINIC, INC.
 5 MARCH 1, ~~2012~~2013 THROUGH FEBRUARY 28, ~~2013~~2014

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 level, CONTRACTOR shall not impose charges on any such individual
 27 for 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.

6
 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, by CONTRACTOR and ADMINISTRATOR.

10
 11 **Outpatient/Ambulatory Medical Services**

12
 13 **ADMINISTRATIVE**

14	Salaries	\$	0
15	Benefits		0
16	Services and Supplies		0
17	Subcontracts		<u>0</u>
18	SUBTOTAL ADMINISTRATIVE	\$	0

19
 20 **PROGRAM**

21	Salaries	\$	215,561
22			<u>213,746</u>
23	Benefits		26,020
24			<u>36,435</u>
25	Services and Supplies		0
26	Subcontracts		<u>0</u>
27	SUBTOTAL PROGRAM		\$241
28			<u>250,581</u>

29	TOTAL GROSS COST		\$241,581
30	LESS: LIHP		
31	<u>Revenue</u>		<u>5,100</u>

32
 33 **REVENUE**

34	—County Funds (Ryan White Part A)		\$ 236,581
35	LESS: Provider Revenues Generated		
36	<u>Revenue</u>		<u>5,000</u>
37			<u>\$3,500</u>

1	TOTAL REVENUE	\$236,581
2		
3	TOTAL MAXIMUM OBLIGATION	\$ 236
4		<u>241,581</u>
5		

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

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

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

23 E. In the event CONTRACTOR’s costs are ten percent (10%) or more below the percent of
 24 expected contracted costs; and CONTRACTOR’s plan is not acceptable to ADMINISTRATOR, or
 25 CONTRACTOR fails to submit a plan within the time period specified by ADMINISTRATOR,
 26 ADMINISTRATOR may reduce the Maximum Obligation for the Period as set forth in the Referenced
 27 Contract Provisions of this Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of
 28 such reduction.

29 F. Catalog of Federal Domestic Assistance (CFDA) Information

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

32
 33 CFDA Year: ~~2011~~2012
 34 CFDA No.: 93.914
 35 Program Title: HIV Emergency Relief Project Grants (B)
 36 Federal Agency: Department of Health and Human Services
 37 Award Name: AIDS Early Intervention Program (indirect)

Amount: \$~~181~~241,581 (estimated)

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

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

G. CONTRACTOR may not use Ryan White Part A funds for:

- 1. purchase or improve land, or to purchase, construct or permanently improve any building or other facility (other than minor remodeling),
- 2. cash payments to service recipients,
- 3. development of materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual,
- 4. the purchase of vehicles without written Grants Management Officer approval,
- 5. non-targeted marketing or promotions or advertising about HIV services that target the general public,
- 6. broad-scope awareness activities about HIV services that target the general public, outreach activities,
- 7. outreach activities that have HIV prevention education as their exclusive purpose,
- 8. influencing or attempting to influence members of Congress and other Federal personnel,
and
- 9. foreign travel.

III. CLIENT GRIEVANCE REVIEW AND RESOLUTION POICY

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

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

IV. GENERAL STAFFING REQUIREMENTS

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

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

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

V. PAYMENTS

A. ~~PAYMENT METHOD~~ BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR ~~monthly in arrears, for~~ the actual costs of providing the services described hereunder, less ~~provider revenues (i.e. Low Income Health Program (LIHP), Client Fees, MediCal, etc.)~~ which are actually received by CONTRACTOR; provided, however, ~~the total of such payments does not exceed COUNTY's Total Maximum Obligation in the Referenced Contract Provisions of the Agreement and provided further~~ that CONTRACTOR's costs are allowable pursuant to county, state, and federal regulations.

~~— B. CONTRACTOR agrees that if actual provider revenue, based upon the completed Cost Report for each Fiscal Year is more than \$5,000, the Maximum Obligation shall be adjusted down by the difference between the actual provider revenue and \$5,000. CONTRACTOR further agrees that LIHP revenue shall be used to cover the costs of services, in accordance with LIHP funding requirements, to HIV clients.~~

~~— C. —~~ B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that the total of such payments shall not exceed the COUNTY's Maximum Obligation.

CONTRACTOR's billings shall be on a form approved or provided by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Billings are due by the twentieth (20th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed billing form. Invoices received after the due date may not be paid within the same month.

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

~~E.~~ E. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,

1 canceled checks, receipts, receiving records, and records of services provided.

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

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

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

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

20
21 **VI. REPORTS**

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

28 **B. FISCAL**

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

37 2. CONTRACTOR shall submit quarterly Year-End Projection Reports to

1 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR
 2 and shall report anticipated units of services to be provided, and projected year-end actual costs and
 3 revenues for CONTRACTOR's program(s) or cost center(s) described in the Services
 4 ~~paragraph~~Paragraph of this Exhibit A to the Agreement. Such reports shall include the actual monthly
 5 costs and revenues as of the date submitted and anticipated monthly costs and revenues projected
 6 through year-end. Year-End Projection Reports shall be due on the following dates: April 22, 2013;
 7 June 20, ~~2012~~2013; September 20, ~~2012~~2013; and December 3, ~~2012~~2013, unless otherwise agreed to
 8 in writing by ADMINISTRATOR.

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

15 D. PROGRAMMATIC – CONTRACTOR shall submit ~~quarterly~~Biannual programmatic reports to
 16 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR
 17 and shall include but not be limited to, staff changes and corresponding impact on services, status of
 18 licensure and/or certifications, changes in populations being served and reasons for any such changes.
 19 CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of
 20 this Agreement and, if not, shall specify what steps will be taken to achieve satisfactory progress. The
 21 reports shall be due on the following dates: ~~June 20, 2012~~; September 20, ~~2012~~; ~~December 20,~~
 22 ~~2012~~2013; and March 20, ~~2013~~2014; unless otherwise agreed to in writing by ADMINISTRATOR.

23 E. ~~Ryan White Data and/or Service Reports (RWDR/RSR)~~ – CONTRACTOR shall submit to
 24 ADMINISTRATOR in a format provided or approved by ADMINISTRATOR, documentation of
 25 services provided, including characteristics of clients receiving those services and descriptive
 26 information about CONTRACTOR's organization. RWDR/RSR documentation shall be received by
 27 ADMINISTRATOR no later than February 1, ~~2013~~ for the preceding calendar year.

28 F. Countywide Data Reporting – CONTRACTOR shall fully comply with ADMINISTRATOR
 29 requirements for real-time data reporting of client demographics and selected service delivery
 30 information for Ryan White funded services. For purposes of this Agreement, real-time data reporting
 31 shall be defined as entering data into the COUNTY's designated data system within two (2) business
 32 days of providing services, unless mutually agreed upon in writing. For other service delivery
 33 information, CONTRACTOR shall enter data into the COUNTY's designated data system within five
 34 (5) business days of providing services. ADMINISTRATOR and CONTRACTOR shall confer and
 35 mutually agree to which service delivery information must be reported within two (2) days of providing
 36 services.

37 G. ~~QUALITY MANAGEMENT (QM)~~ REPORTS – CONTRACTOR shall submit a QM Report

1 with appropriate signature(s) to ADMINISTRATOR by March 30, ~~2013~~2014. The QM Report shall be
 2 submitted in a format provided or approved by ADMINISTRATOR. The QM Report shall include but
 3 not be limited to:

- 4 1. Summary of QM activities;
- 5 2. Service-specific outcome measure results;
- 6 3. Summary of findings; and
- 7 4. Summary of how findings will be addressed.

8 H. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as required by
 9 ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder.
 10 ADMINISTRATOR shall be specific as to the nature of information requested and, when possible, shall
 11 allow thirty (30) calendar days for CONTRACTOR to respond. CONTRACTOR and
 12 ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A
 13 to the Agreement.

14 **VII. SERVICES**

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

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

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

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

1 indicated in the Eligibility Subparagraph for each service section below. Eligibility shall be verified at
 2 minimum every six (6) months. ~~Eligibility verification shall be documented in ADMINISTRATOR's~~
 3 ~~designated data system as required by ADMINISTRATOR.~~

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

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

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

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

25 B. OUTPATIENT/AMBULATORY MEDICAL CARE

26 1. DEFINITION - The provision of professional diagnostic and therapeutic services rendered
 27 by a physician, physician's assistant, clinical nurse specialist, or nurse practitioner in an outpatient
 28 setting. Services include HIV-related diagnostic testing, early intervention, preventive care and
 29 screening, practitioner examination, medical history taking, diagnosis and treatment of HIV-related
 30 conditions, prescribing and managing medication therapy, health education on HIV-specific health
 31 issues, and referral to and provision of specialty medical care, including all medical subspecialties.

32 2. ELIGIBILITY

33 a. CONTRACTOR shall verify eligibility and provide Outpatient/Ambulatory Medical
 34 Care services to individuals who:

- 35 1) Meet Ryan White eligibility requirements; and
- 36 2) Do not have, or have exhausted health insurance coverage. CONTRACTOR shall
- 37 assist clients who cannot utilize benefits due to an inability to pay co-payments in applying for services

1 through the Health Insurance Premium/Cost Sharing and Emergency Financial Assistance for
2 Medications program.

3 b. Eligibility should be evaluated at least every six (6) months.

4 3. SCOPE OF WORK

5 a. CONTRACTOR shall provide access to Outpatient/Ambulatory Medical Care services
6 to eligible populations. Services must be consistent with Common Standards of Care provided by
7 ADMINISTRATOR and Public Health Services' guidelines. CONTRACTOR shall conduct the
8 following activities:

9 1) Client Intake:

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

14 b) Provide client with information that includes: client's rights and
15 responsibilities, information about filing a grievance, and notice of privacy practices. Obtain required
16 documents, including: consent for client information to be entered in Countywide database, consent for
17 treatment form, signed receipt of rights and responsibilities, signed receipt of information on the
18 grievance process, and releases of information as appropriate.

19 2) Client Evaluation:

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

23 b) Determine the need for and collect samples for viral load testing and resistance
24 testing based on current medical standards and provide transportation of those samples to the laboratory
25 designated by COUNTY.

26 3) Client Treatment Plan: Develop a therapeutic treatment plan based on client
27 evaluation.

28 4) Treatment Provision: Prescribe antiretroviral and prophylactic medications in
29 accordance with current established medical standards of care.

30 5) Client Education: Provide primary and secondary prevention education to clients
31 to reduce high-risk drug and sexual behaviors and to promote positive health actions.

32 6) Referrals and Coordination of Services: Refer clients with medical needs beyond
33 the scope of outpatient ambulatory care clinic services to tertiary care centers using the Prior
34 Authorization (~~PA~~)-system established by ADMINISTRATOR. CONTRACTOR shall maintain a list of
35 clients referred to tertiary care for periodic review by ADMINISTRATOR.

36 7) Service Closure:

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

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

b. 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 Outpatient/Ambulatory Medical Care services will include the following:

- 1) Improvement in health as measured by stable or increased CD4 counts and undetectable viral load; and
- 2) No new or recurrent opportunistic infections.

4. UNITS OF SERVICE

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

	<u>Units of Service</u>
Primary Care Visits	846 <u>890</u>
Laboratory Visits	529 <u>410</u>
Unduplicated Clients	151

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

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

DIRECT CARE STAFF

Nurse Practitioners <u>Clinical</u>	0. 25 <u>00</u>
<u>Director</u>	<u>3000</u>
<u>Physician/Medical</u> <u>Director</u>	0.2000
Operations Support	
<u>Physicians</u> Physician/Medical	0. 200
Director	<u>4800</u>
<u>Medical Assistant</u> Physicians	0. 5750
	<u>8000</u>
Registered Nurses	0. 8250
	<u>3200</u>
SUBTOTAL	2.0500
TOTAL FTEs	2. 0500
	<u>1000</u>

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

8 C. ~~QUALITY MANAGEMENT (QM)~~ PLAN

9 1. CONTRACTOR shall participate in QM activities including, but not limited to, trainings,
10 development of standards of care, peer reviews, and the establishment of countywide goals and
11 objectives. —Unless modified by agreement of ADMINISTRATOR and CONTRACTOR,
12 CONTRACTOR shall develop and submit to ADMINISTRATOR a written QM Plan signed by
13 CONTRACTOR’s authorized representative ~~within sixty (60) calendar days of the execution of this~~
14 ~~Agreement.~~on February 2, 2014. CONTRACTOR shall participate in the ~~Quality Management (QM)~~
15 activities established by ADMINISTRATOR and shall adhere to the standards set forth by the
16 countywide Ryan White QM Committee.

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