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**I. ACRONYMS**

1		
2	A. ADAP	AIDS Drug Assistance Program
3	B. AIDS	Acquired Immune Deficiency Syndrome
4	C. ARRA	American Recovery and Reinvestment Act
5	D. ASRS	Alcohol and Drug Programs Reporting System
6	E. CCC	California Civil Code
7	F. CCR	California Code of Regulations
8	G. CDC	Centers for Disease Control
9	H. CFR	Code of Federal Regulations
10	I. CHPP	COUNTY HIPAA Policies and Procedures
11	J. CHS	Correctional Health Services
12	K. CAN	Certified Nursing Attendants
13	L. COI	Certificate of Insurance
14	M. D/MC	Drug/Medi-Cal
15	N. DHCS	Department of Health Care Services
16	O. DME	Durable Medical Equipment
17	P. DPFS	Drug Program Fiscal Systems
18	Q. DRS	Designated Record Set
19	R. FTE	Full Time Equivalent
20	S. HCA	Health Care Agency
21	T. HHS	Health and Human Services
22	U. HIPAA	Health Insurance Portability and Accountability Act
23	V. HIV	Human Immunodeficiency Virus
24	W. HOPWA	Housing Opportunities for Persons with AIDS
25	X. HSC	California Health and Safety Code
26	Y. ISO	Insurance Services Office
27	Z. ISP	Individualized Service Plan
28	AA. ITP	Individualized Treatment Plan
29	AB. LIHP	Low Income Health Program
30	AC. MAI	Minority AIDS Initiative
31	AD. MHP	Mental Health Plan
32	AE. MOU	Memoranda of Understanding
33	AF. OCJS	Orange County Jail System
34	AG. OCPD	Orange County Probation Department
35	AH. OCR	Office for Civil Rights
36	AI. OCSD	Orange County Sheriff's Department
37	AJ. OIG	Office of Inspector General

1	AK.	OMB	Office of Management and Budget
2	AL.	OPM	Federal Office of Personnel Management
3	AM.	PADSS	Payment Application Data Security Standard
4	AN.	PC	State of California Penal Code
5	AO.	PCI DSS	Payment Card Industry Data Security Standard
6	AP.	PHI	Protected Health Information
7	AQ.	PII	Personally Identifiable Information
8	AR.	PRA	Public Record Act
9	AS.	QM	Quality Management
10	AT.	RWDR/RSR	Ryan White Data and/or Services Reports
11	AU.	SIR	Self-Insured Retention
12	AV.	SNAP	Supplemental Nutrition Assistance Program
13	AW.	USC	United States Code
14	AX.	WIC	State of California Welfare and Institutions Code
15	AY.	WIC	Women, Infants, Children

16  
17 **II. ALTERATION OF TERMS**

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

23  
24 **III. ASSIGNMENT OF DEBTS**

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

32  
33 **IV. COMPLIANCE**

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

37 //

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

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

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

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

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

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

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

31 B. SANCTION SCREENING - CONTRACTOR shall screen all Covered Individuals employed or  
32 retained to provide services related to this Agreement to ensure that they are not designated as Ineligible  
33 Persons, as defined hereunder. Screening shall be conducted against the General Services  
34 Administration's List of Parties Excluded from Federal Programs, the Health and Human Services/OIG  
35 List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.

36 1. Ineligible Person shall be any individual or entity who:  
37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

9  
10 **V. CONFIDENTIALITY**

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

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

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

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

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

33  
34 **VI. COST REPORT**

35 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days  
36 following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance  
37 with all applicable federal, state and county requirements, generally accepted accounting principles and

1 the SPECIAL PROVISIONS (Article) of this Agreement. CONTRACTOR shall allocate direct and  
2 indirect costs to and between programs, cost centers, services, and funding sources in accordance with  
3 such requirements and consistent with prudent business practice, which costs and allocations shall be  
4 supported by source documentation maintained by CONTRACTOR, and available at any time to  
5 ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

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

30 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
31 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth in  
32 the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to  
33 COUNTY which are not reimbursable pursuant to applicable federal, state and county laws, regulations  
34 and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently  
35 determined to have been for an un-reimbursable expenditure or service, shall be repaid by  
36 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar  
37 //

1 days of submission of the Cost Report or COUNTY may elect to reduce any amount owed  
2 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

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

25  
26 Signed \_\_\_\_\_  
27 Name \_\_\_\_\_  
28 Title \_\_\_\_\_  
29 Date \_\_\_\_\_"

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

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

1 five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of  
2 this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate  
3 or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.  
4 ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed  
5 for subcontracts not approved in accordance with this paragraph.

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

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

19  
20 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

30  
31 **IX. EQUIPMENT**

32 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
33 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
34 Administrator to assist in performing the services described in this Agreement. "Relatively Permanent"  
35 is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over,  
36 including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital  
37 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and

1 other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes,  
2 but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of  
3 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be  
4 depreciated according to generally accepted accounting principles.

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

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

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

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

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

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

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

33  
34 **X. FACILITIES, PAYMENTS AND SERVICES**

35 CONTRACTOR agrees to provide the services, staffing, facilities and supplies in accordance with  
36 Exhibit A to this Agreement. COUNTY shall compensate, and authorize, when applicable, said  
37 services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at

1 least the minimum number and type of staff which meet applicable federal and state requirements, and  
2 which are necessary for the provision of the services hereunder.

3  
4 **XI. INDEMNIFICATION AND INSURANCE**

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

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

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

26 D. If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this  
27 AGREEMENT, COUNTY may terminate this AGREEMENT.

28 E. QUALIFIED INSURER

29 1. The policy or policies of insurance must be issued by an insurer licensed to do business in  
30 the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M.  
31 Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's**  
32 **Key Rating Guide/Property-Casualty/United States or ambest.com**)

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

36 //

37 //

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

<u>Coverage</u>	<u>Minimum Limits</u>
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	Statutory
Employers' Liability 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 endorsements, which shall accompany the COI:

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 primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

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

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

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

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

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

21 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

23 a. Prior to the start date of this AGREEMENT.

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

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

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

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

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

36 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late  
37 COI or endorsement for each business day, pursuant to any and all AGREEMENTs between COUNTY

1 and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance  
2 provisions stipulated in this AGREEMENT are submitted to ADMINISTRATOR.

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

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

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

## 12 **XII. INSPECTIONS AND AUDITS**

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

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

### 27 C. AUDIT RESPONSE

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

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

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

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

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

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

14  
15 **XIII. LICENSES AND LAWS**

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

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

- 26 1. Federal Single Audit Act of 1984 (31 USC. 7501.70).  
27 2. HIPAA Privacy Rule, as it may exist now, or be hereafter amended, and if applicable.  
28 3. 42 USC. 12101 et seq., the Americans with Disabilities Act of 1990.  
29 4. WIC §15600, et seq., Abuse of the Elderly and Dependent Adults.  
30 5. 45 CFR Part 76, Drug Free Work Place.  
31 6. CCR, Title 22.  
32 7. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy  
33 Statement.  
34 8. OMB Circulars A-87, A-89, A-110, A-122 and A-133.  
35 9. ARRA of 2009.  
36 10. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS  
37 Treatment Extension Act of 2009.

1 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

21  
22 **XIV. LITERATURE AND ADVERTISEMENTS**

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

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

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

34  
35 **XV. MAXIMUM OBLIGATION**

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

1 B. ADMINISTRATOR may increase the Total Maximum Obligation by an amount not to exceed  
2 ten percent (10%) of Period One for the entire term of the Agreement or decrease the Total Maximum  
3 Obligation for Period One and Period Two in accordance with the Budget paragraph of Exhibit A to this  
4 Agreement.

5  
6 **XVI. NONDISCRIMINATION**

7 **A. EMPLOYMENT**

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

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

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

27 **B. SERVICES, BENEFITS AND FACILITIES** - CONTRACTOR shall not discriminate in the  
28 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of  
29 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age  
30 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with  
31 Title VI of the Civil Rights Act of 1964 (42 USC §2000d) and all other pertinent rules and regulations  
32 promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now  
33 exist or be hereafter amended or changed.

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

- 36 a. Denying a client or potential client any service, benefit, or accommodation.

37 //



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

4 2. When faxed, transmission confirmed;

5 3. When sent by Email; or

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

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

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

16 D. In the event of a death, notification shall be made in accordance with the Notification of Death  
17 Paragraph of this Agreement.

18  
19 **XVIII. NOTIFICATION OF DEATH**

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

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

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

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

31 **B. TERMINAL ILLNESS DEATH**

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

37 //

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

5  
6                           **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

14  
15                           **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

- 19                   1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),  
20 75055(a), 75343(a), and 77143(a).  
21                   2. State of California, Department of ASRS manual.  
22                   3. State of California, DPFS manual.  
23                   4. State of California, Health and Safety Code §123145.  
24                   5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

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

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

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

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

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

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

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

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

13 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit  
14 or site visit.

15 2. Provide auditor or other authorized individuals access to documents via a computer  
16 terminal.

17 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
18 requested.

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

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

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

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

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

36 //

37 //

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

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

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

9  
10 **XXI. REVENUE**

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

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

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

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

27  
28 **XXII. SEVERABILITY**

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

34 //  
35 //  
36 //  
37 //

**XXIII. SPECIAL PROVISIONS**

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

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

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

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

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

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

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

7. Supplanting current funding for existing services.

8. Fundraising.

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

10. To meet professional licensure or program licensure requirements.

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

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

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

14. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at [www.opm.gov](http://www.opm.gov).

15. Severance pay for separating employees.

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

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

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

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

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

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

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

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

13  
14 **XXIV. STATUS OF CONTRACTOR**

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

26  
27 **XXV. TERM**

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

33  
34 **XXVI. TERMINATION**

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

37 //

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

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

7 1. The loss by CONTRACTOR of legal capacity.  
8 2. Cessation of services.  
9 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
10 another entity without the prior written consent of COUNTY.

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

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

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

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

21 D. CONTINGENT FUNDING

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

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

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

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

30 E. In the event this Agreement is suspended or terminated prior to the completion of the term as  
31 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole  
32 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced  
33 term of the Agreement.

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

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

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

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

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

8 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with  
9 client's best interests.

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

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

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

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

22  
23 **XXVII. THIRD PARTY BENEFICIARY**

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

26  
27 **XXVIII. WAIVER OF DEFAULT OR BREACH**

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

33 //  
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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,  
2 State of California.

3  
4 SHANTI ORANGE COUNTY

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

7  
8 TITLE: \_\_\_\_\_  
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11 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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13 TITLE: \_\_\_\_\_  
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18 COUNTY OF ORANGE

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

22 HEALTH CARE AGENCY  
23  
24

25 APPROVED AS TO FORM  
26 OFFICE OF THE COUNTY COUNSEL  
27 ORANGE COUNTY, CALIFORNIA  
28  
29

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

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

1 EXHIBIT A  
2 AGREEMENT FOR PROVISION OF  
3 HIV SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 SHANTI ORANGE COUNTY  
8 MARCH 1, 2013 THROUGH FEBRUARY 28, 2015

9  
10 **I. ASSURANCES**

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

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

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

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

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

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

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

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

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

35 3. In the case of individuals with an income greater than one hundred percent (100%) of the  
36 official federal poverty level and not exceeding two hundred percent (200%) of such poverty level,

37 //

1 CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding five percent  
 2 (5%) of the annual gross income of the individual involved.

3 4. In the case of individuals with an income greater than two hundred percent (200%) of the  
 4 official federal poverty level and not exceeding three hundred percent (300%) of such poverty level,  
 5 CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding seven percent  
 6 (7%) of the annual gross income of the individual involved.

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

10  
 11 **II. BUDGET**

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

14  
 15 **1. Medical Case Management Services**

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
<b>ADMINISTRATIVE COSTS</b>		
Salaries	\$ 0	\$ 0
Benefits	0	0
Operating Expenses		
Facilities	0	0
Services and Supplies	<u>0</u>	<u>0</u>
<b>SUBTOTAL</b>	<b>\$ 0</b>	<b>\$ 0</b>
 <b>DIRECT CARE COSTS</b>		
Salaries	\$ 45,673	\$45,673
Benefits	5,549	5,549
Operating Expenses		
Services and Supplies	<u>0</u>	<u>0</u>
<b>SUBTOTAL</b>	<b>\$51,222</b>	<b>\$51,222</b>
 <b>TOTAL COSTS</b>	 <b>\$51,222</b>	 <b>\$51,222</b>

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2. **Non-Medical Case Management Services - Client Advocacy**

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
<b>ADMINISTRATIVE COSTS</b>		
Salaries	\$ 0	\$ 0
Benefits	0	0
Operating Expenses		
Services and Supplies	<u>0</u>	<u>0</u>
<b>SUBTOTAL</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>DIRECT CARE COSTS</b>		
Salaries	\$ 24,767	\$ 24,767
Benefits	3,424	3,424
Operating Expenses		
Services and Supplies	<u>0</u>	<u>0</u>
<b>SUBTOTAL</b>	<b>\$ 28,191</b>	<b>\$ 28,191</b>
<b>TOTAL COSTS</b>	<b>\$28,191</b>	<b>\$28,191</b>

3. **Mental Health Services**

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
<b>ADMINISTRATIVE COSTS</b>		
Salaries	\$ 0	\$ 0
Benefits	0	0
Operating Expenses		
Service and Supplies	0	0
Professional Service	<u>0</u>	<u>0</u>
<b>SUBTOTAL</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>DIRECT CARE COSTS</b>		
Salaries	\$ 10,221	\$ 10,221
Benefits	779	779
Operating Expenses		
Services and Supplies	0	0
Professional Service	<u>55,000</u>	<u>55,000</u>
<b>SUBTOTAL</b>	<b>\$60,628</b>	<b>\$60,628</b>
<b>TOTAL COSTS</b>	<b>\$66,000</b>	<b>\$66,000</b>

4. **Home-Delivered Meal Services**

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
<b>ADMINISTRATIVE COSTS</b>		
Salaries	\$ 0	\$ 0
Benefits	0	0
Operating Expenses		
Services and Supplies	0	0
Professional Service	<u>0</u>	<u>0</u>
<b>SUBTOTAL</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>DIRECT CARE COSTS</b>		
Salaries	\$ 16,856	\$ 16,856
Benefits	2,732	2,732
Operating Expenses		
Services and Supplies	0	0
Meals	<u>30,412</u>	<u>30,412</u>
<b>SUBTOTAL</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>
<b>TOTAL COSTS</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>
<b>5. TOTAL CONTRACT COSTS</b>	<b>\$195,413</b>	<b>\$195,413</b>

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

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

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

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

7 F. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION

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

10  
11 CFDA Year: 2012  
12 CFDA No.: 93.914  
13 Program Title: HIV Emergency Relief Project Grants (B)  
14 Federal Agency: Department of Health and Human Services  
15 Award Name: AIDS Early Intervention Program (indirect)  
16 Amount: \$390,826 (estimated)  
17

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

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

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

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

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

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

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

14  
15                   **IV. GENERAL STAFFING REQUIREMENTS**

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

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

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

26  
27                   **V. PAYMENTS**

28           A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs  
29 of providing the services described hereunder, less revenues which are actually received by  
30 CONTRACTOR; provided, however, that CONTRACTOR's costs are allowable pursuant to county,  
31 state, and federal regulations.

32           B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual  
33 cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that  
34 the total of such payments shall not exceed the COUNTY's Maximum Obligation. CONTRACTOR's  
35 billings shall be on a form approved or provided by ADMINISTRATOR and shall provide such  
36 information as is required by ADMINISTRATOR. Billings are due by the twentieth (20th) calendar day  
37 of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-

1 one (21) calendar days after receipt of the correctly completed billing form. Invoices received after the  
2 due date may not be paid within the same month.

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

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

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

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

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

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

26  
27 **VI. REPORTS**

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

34 **B. FISCAL**

35 1. In support of monthly billings, CONTRACTOR shall submit monthly Expenditure and  
36 Revenue Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by  
37 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost

1 center(s) described in the Services Paragraph of this Exhibit A to the Agreement, the number of HIV  
 2 infected individuals served, and the number of service units provided by CONTRACTOR with funds  
 3 from this Agreement (Units of Service Report). The reports shall be due to ADMINISTRATOR no later  
 4 than the twentieth (20th) calendar day following the end of the month being reported, unless otherwise  
 5 agreed to in writing by ADMINISTRATOR.

6 2. CONTRACTOR shall submit quarterly Year-End Projection Reports to  
 7 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR  
 8 and shall report anticipated units of services to be provided, projected year-end actual costs and  
 9 revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this  
 10 Exhibit A to the Agreement. Such reports shall include the actual monthly costs and revenues as of the  
 11 date submitted and anticipated monthly costs and revenues projected through year-end. Year-End  
 12 Projection Reports shall be due on the following dates: April 22, 2013; June 20, 2013; September 20,  
 13 2013; December 3, 2013; April 22, 2014; June 20, 2014; September 22, 2014; and December 3, 2014,  
 14 unless otherwise agreed to in writing by ADMINISTRATOR.

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

21 D. PROGRAMMATIC – CONTRACTOR shall submit Biannual programmatic reports to  
 22 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR  
 23 and shall include but not be limited to, staff changes and corresponding impact on services, status of  
 24 licensure and/or certifications, changes in populations being served and reasons for any such changes.  
 25 CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of  
 26 this Agreement and, if not, shall specify what steps will be taken to achieve satisfactory progress. The  
 27 reports shall be due on the following dates: September 20, 2013; March 20, 2014; September 22, 2014;  
 28 and March 20, 2015, unless otherwise agreed to in writing, by ADMINISTRATOR.

29 E. RWDR/RSR – CONTRACTOR shall submit to ADMINISTRATOR in a format provided or  
 30 approved by ADMINISTRATOR, documentation of services provided, including characteristics of  
 31 clients receiving those services and descriptive information about CONTRACTOR's organization.  
 32 RWDR/RSR documentation shall be received by ADMINISTRATOR no later than February 1, 2013.

33 F. Countywide Data Reporting – CONTRACTOR shall fully comply with ADMINISTRATOR  
 34 requirements for real-time data reporting of client demographics and selected service delivery  
 35 information for Ryan White Act funded services. For purposes of this Agreement, real-time data  
 36 reporting shall be defined as entering data into the COUNTY's designated data system within two (2)  
 37 business days of providing services, unless otherwise agreed upon in writing by ADMINISTRATOR.

1 For other service delivery information, CONTRACTOR shall enter data into the COUNTY's designated  
2 data system within five (5) business days of providing services. ADMINISTRATOR and  
3 CONTRACTOR shall confer and mutually agree to which service delivery information must be reported  
4 within two (2) business days of providing services. CONTRACTOR and ADMINISTRATOR may  
5 mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.

6 G. QM - REPORTS – CONTRACTOR shall submit an annual QM Report with appropriate  
7 signature(s) to ADMINISTRATOR by March 31, 2014 and March 31, 2015. The QM Report shall be  
8 submitted in a format provided or approved by ADMINISTRATOR. The QM Report shall include but  
9 not be limited to:

- 10 1. Summary of QM activities;
- 11 2. Service-specific outcome measure results;
- 12 3. Summary of findings; and
- 13 4. Summary of how findings will be addressed.

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

## 18 **VII. SERVICES**

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

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

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

36 //

1 3. Unless otherwise stated, CONTRACTOR shall verify eligibility for services including.  
2 Basic eligibility for all Ryan White services include proof of HIV status, proof of residency within  
3 Orange County and lack of other sources of services. Additional eligibility requirements are indicated  
4 in the Eligibility Subparagraph for each service section below. Eligibility shall be verified at minimum  
5 every six (6) months.

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

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

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

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

30 **B. MEDICAL CASE MANAGEMENT SERVICES**

31 1. DEFINITION - Medical Case Management Description: A range of client-centered services  
32 that link clients with health care, psychosocial, and other services. The goal of case management is to  
33 enhance independence and increase quality of life for clients through adherence to medical care. The  
34 coordination and follow-up of medical treatments are the primary, but not exclusive, components of  
35 medical case management. These services ensure timely and coordinated access to medically  
36 appropriate levels of health and support services. Case Management should also ensure continuity of  
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1 care through ongoing assessment of the client's needs and personal support systems. Key activities  
2 include:

- 3 a. initial assessment of service needs;
- 4 b. development of a comprehensive, individualized service plan;
- 5 c. coordination of services required to implement the plan;
- 6 d. monitoring of client to assess the efficacy of the plan;
- 7 e. periodic re-evaluation and adaptation of the plan; and
- 8 f. clear documentation of assessment, plan, and referrals.

9 2. SCOPE OF SERVICES

10 a. CONTRACTOR shall provide access to a full range of Medical Case Management  
11 services. Services must be consistent with Standards of Care for Case Management provided by  
12 ADMINISTRATOR. These services ensure timely and coordinated access to appropriate levels of  
13 health and support services.

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

16 c. CONTRACTOR shall implement appropriate strategies to improve access to care and  
17 adherence to treatment.

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

22 1) Client Intake:

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

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

32 2) Comprehensive Assessment:

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

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

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

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

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

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

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

4) ISP:

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

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

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

5) Referral/Advocacy and Coordination of Services:

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

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

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6) Follow-Up and Monitoring:

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

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

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

7) Coordination of Medical Care:

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

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

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

8) Service Closure:

a) Document service closure of client in client file.

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

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

e. **MEDICAL CASE MANAGEMENT LEVELS**

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

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

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

b) Moderate – Clients with moderate acuity and regular, ongoing need for assistance and support to meet needs. Staff performing moderate level case management shall have a minimum of Bachelor's degree in a social service field or comparable case management experience.

Moderate level case management requires, at minimum, monthly contact with client and quarterly (every three [3] months) reassessments of needs. Moderate level caseloads are generally expected to be fifty-one (51) to eighty (80) clients.

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

- 1) Improvement in health as measured by stable or increased CD4 counts and stable or decreased viral load;
  - 2) Decreased psycho-social needs as measured by stable or improved acuity scores;
  - 3) Increased ability to get to medical care as measured in Client Satisfaction Survey;
- and
- 4) Meeting individual’s goals as measured in Client Satisfaction Survey.

3. UNITS OF SERVICE – CONTRACTOR shall, at minimum, provide the following units of service:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>Units of Service</u>	<u>Units of Service</u>
Basic - Bachelor’s Level		
Face-to-face contacts	101	101
Unduplicated clients	56	56
Moderate - Bachelor’s Level		
Face-to-face contacts	54	54
Unduplicated clients	15	15

4. STAFFING

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>FTEs</u>	<u>FTEs</u>
ADMINISTRATIVE STAFF		
Executive Director	<u>0.0000</u>	<u>0.0000</u>
SUBTOTAL	0.0000	0.0000
DIRECT CARE STAFF		

1	Executive Director	0.1500	0.1500
2	Program Coordinator	0.0500	0.0500
3	Case Manager	<u>0.7000</u>	<u>0.7000</u>
4	SUBTOTAL	0.9000	0.9000
5			
6	TOTAL FTEs	0.9000	0.9000

8 b. CONTRACTOR shall employ Medical Case Managers who possess, at minimum a  
9 Bachelor’s degree in a social service field or comparable case management experience.

10 c. CONTRACTOR’s staff shall include person(s) who are directly responsible for  
11 supervising Case Managers, developing Medical Case Management protocols in conjunction with  
12 County staff, acting as a liaison with ADMINISTRATOR, and preparing periodic programmatic reports  
13 as required.

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

21 C. NON-MEDICAL CASE MANAGEMENT - CLIENT ADVOCACY

22 1. DEFINITION – The provision of basic needs assessment and assistance (through  
23 appropriate referrals) in obtaining medical, social, community, legal, financial, and other needed  
24 services. Client Advocacy does not require, but can include, a more comprehensive needs assessment  
25 and periodic and/or minimal follow-up. Advocacy services may be used as a gate-way for registering,  
26 determining client eligibility and assessing needs for other Ryan White funded services.

27 2. SCOPE OF SERVICES

28 a. CONTRACTOR shall provide access to Client Advocacy services. Services must be  
29 consistent with Standards of Care provided by ADMINISTRATOR. These services ensure timely and  
30 coordinated access to appropriate levels of health and support services.

31 b. CONTRACTOR shall provide Client Advocacy activities as follows:

32 1) Client Intake and Basic Assessment: Perform client intake and basic assessment  
33 within five (5) business days of the client's referral or initial client contact. Intake should include  
34 gathering of pertinent client information necessary to assist client with education and referral services.  
35 Areas of assessment should be based on client’s expressed needs and may include, but not be limited to:  
36 medical need; understanding of HIV transmission factors; substance use; mental health issues; financial

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1 needs; nutritional needs; housing and living situation; social and emotional support; legal issues; and  
 2 transportation.

3 2) Education: Provide education about community resources as appropriate. Client  
 4 education may take place outside from one-on-one services and include such activities as newsletters,  
 5 group education sessions, social network sites.

6 3) Referral/Advocacy and Coordination of Services: Based on the client's intake and  
 7 assessment, refer client to the appropriate health, social services, and entitlement programs available in-  
 8 house or in the community (inclusive of HIV-related and non-HIV-related private and/or governmental  
 9 services).

10 c. CONTRACTOR shall comply with ADMINISTRATOR's program evaluation  
 11 requirements, including development and implementation of a Quality Management Plan. Unless  
 12 modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for  
 13 Client Advocacy will include client linkage to services.

14 3. UNITS OF SERVICE – CONTRACTOR shall, at minimum, provide the following units of  
 15 service. An encounter shall be thirty (30) minutes in duration and shall consist of any one-on-one  
 16 contact (i.e. face-to-face, telephone) with a client to provide referral, education, or information regarding  
 17 needed services.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>Units of Service</u>	<u>Units of Service</u>
Client Advocacy		
Encounters	140	140
Unduplicated clients	70	70

25 4. STAFFING – CONTRACTOR shall, at a minimum, provide the following paid staff  
 26 expressed in FTEs, which shall be equal to an average of forty (40) hours worked per week:

	PERIOD ONE	PERIOD TWO
DIRECT CARE STAFF		
Executive Director	0.1000	0.1000
Program Coordinator	0.0500	0.0500
Case Manager	<u>0.3000</u>	<u>0.3000</u>
SUBTOTAL	0.8500	0.8500
TOTAL FTEs	0.8500	0.8500

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1 D. MENTAL HEALTH SERVICES

2 1. DEFINITION – Psychological and psychiatric treatment and counseling services offered to  
3 individuals with a diagnosed mental condition provided by a mental health professional licensed or  
4 authorized within the state to render such services. This typically includes psychiatrists, psychologists,  
5 marriage and family therapist, licensed clinical social workers, and appropriate interns. Services may  
6 include individual counseling and/or therapeutic or group counseling.

7 2. ELIGIBILITY

8 a. CONTRACTOR shall verify eligibility and provide Mental Health services to  
9 individuals who:

- 10 1) Meet Ryan White eligibility requirements;
- 11 2) Are living at or below three hundred percent (300%) of the Federal poverty level;

12 and

13 3) Do not have, or have exhausted, benefits covering mental health under insurance  
14 coverage. CONTRACTOR shall assist clients who cannot utilize benefits due to an inability to pay co-  
15 payments in applying for services through the Health Insurance Premium/Cost Sharing and Emergency  
16 Financial Assistance for Medications program.

17 b. CONTRACTOR shall document verification of eligibility on forms provided or  
18 approved by ADMINISTRATOR.

19 c. Eligibility should be evaluated at least every six (6) months.

20 3. SCOPE OF SERVICES

21 a. CONTRACTOR shall provide access to mental health services to eligible populations.  
22 Services must be consistent with Standards of Care for Mental Health provided by ADMINISTRATOR.  
23 CONTRACTOR shall conduct the following activities:

24 1) Client Intake:

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

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

34 2) Comprehensive Assessment:

35 a) Begin assessment of client within one (1) week of client intake and complete  
36 assessment within thirty (30) days. Areas of assessment should include, but not be limited to: mental

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1 health issues, medical need; understanding of HIV transmission factors; substance use; financial needs;  
2 social support, emotional support, legal issues, education and employment, and spirituality.

3 b) Conduct ongoing reassessments based on client’s need but at minimum of once  
4 every twelve (12) months.

5 3) ITP:

6 a) Develop an ITP with specific client goals, interventions proposed, timeframes  
7 for actions, and Client Work Plan within two (2) weeks of completion of the comprehensive assessment.

8 b) Review and revise ITP as necessary, at a minimum of every twelve (12)  
9 months.

10 4) Treatment Provision:

11 a) Provide individual therapy and/or group counseling sessions to clients based on  
12 the treatment plan developed for each client. Maintain progress notes or summary notes for all sessions.

13 b) Provide clients in crisis with immediate evaluation and, as appropriate based  
14 on evaluation, counseling and/or referral. CONTRACTOR shall only be responsible for providing  
15 services to clients in crisis during regular business hours;

16 5) Referrals / Coordination of Services / Linkages: Develop linkages with other

17 community providers and mental health resources for client referrals, as appropriate. These providers  
18 and resources shall include, but not be limited to, other Orange County HIV care and treatment  
19 programs, case managers, and HIV education/prevention programs designed to prevent HIV  
20 transmission; and

21 6) Service Closure:

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

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

25 b. CONTRACTOR shall comply with ADMINISTRATOR’s program evaluation  
26 requirements, including development and implementation of a Quality Management Plan. Unless  
27 modified by agreement, in writing, of ADMINISTRATOR and CONTRACTOR, outcome measures for  
28 Mental Health services will include the following:

29 1) Development of individual treatment plans;

30 2) Met goals stated in individual treatment plans; and

31 3) Increased ability to cope with HIV disease as measured in Client Satisfaction

32 Survey.

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4. UNITS OF SERVICE

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>Units of Service</u>	<u>Units of Service</u>
One-on-One Counseling Units	360	360
Unduplicated clients	49	49
Group Counseling Units	400	400

b. An individual counseling unit shall be fifty (50) minutes in duration.

c. A group counseling unit shall be thirty (30) minutes in duration and shall consist of face-to-face contact between one or more therapists and a group of no fewer than two (2) clients.

d. The usual maximum number of sessions provided under this service category is fifteen (15) visits per client.

e. Based on a client's therapeutic need, the therapist may increase the number of visits to twenty-five (25) with prior written approval using the Prior Authorization for Mental Health Services form.

5. STAFFING

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>FTEs</u>	<u>FTEs</u>
<b>ADMINISTRATIVE STAFF</b>		
Executive Director	<u>0.0000</u>	<u>0.0000</u>
<b>SUBTOTAL</b>	0.0000	0.0000
<b>DIRECT CARE STAFF</b>		
Executive Director	<u>0.1200</u>	<u>0.1200</u>
<b>SUBTOTAL</b>	0.1200	0.1200
<b>TOTAL FTEs</b>	0.1200	0.1200

b. CONTRACTOR shall adhere to staffing requirements as stated in Standards of Care for Mental Health provided by ADMINISTRATOR services.

c. Interns shall be post-masters and working on clinical hours toward licensing as a Marriage and Family Therapist, licensed Clinical Social Worker, or Clinical Psychologist. Any exceptions must be approved by ADMINISTRATOR.

1 d. The person responsible for supervision of mental health professional staff shall be a  
2 licensed mental health professional with HIV-related clinical experience, in conformity with California  
3 law.

4 F. HOME-DELIVERED MEALS SERVICES

5 1. DEFINITION - The provision of nutritionally-balanced meals to individuals living with  
6 HIV disease who are home-bound due to disability. A medical care provider must prescribe home-  
7 delivered meals. For each client, initial and quarterly meal assessments are to be performed to  
8 determine nutritional needs and/or dietary restrictions.

9 2. ELIGIBILITY

10 a. CONTRACTOR shall verify and provide Home Delivered Meals services to  
11 individuals who:

- 12 1) Meet Ryan White eligibility requirements;
- 13 2) Are living at or below one hundred fifty percent (150%) of the federal poverty  
14 level; and
- 15 3) Are home bound due to a physical disability and/or unable to independently  
16 prepare meals as verified by a physician or nurse case manager.
- 17 4) Are in a Nurse Case Management program.

18 b. CONTRACTOR shall document verification on forms provided or approved by  
19 ADMINISTRATOR.

20 c. Eligibility should be evaluated at least every six (6) months.

21 3. SCOPE OF SERVICES

22 a. CONTRACTOR shall provide access to services to eligible populations. Services must  
23 be consistent with Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct  
24 the following activities:

25 b. Perform an initial meal assessment for each client to determine the nutritional needs  
26 and/or dietary restrictions;

27 c. Conduct, at minimum, quarterly re-evaluations of client's nutritional needs and need  
28 for services;

29 d. Ensure that each meal contains at least one (1) serving from each of the following food  
30 groups:

- 31 1) Meat, fish, poultry, dry beans, eggs, and nuts group;
- 32 2) Rice, noodles, cereal and bread group;
- 33 3) Fruits and vegetables group.

34 e. Ensure that home-delivered meals items are inspected for quality and re-evaluated on a  
35 semi-annual basis by a registered dietitian;

36 f. Provide a minimum of two (2) meals a day to eligible clients;

37 g. Recruit, train, and supervise volunteer meals drivers;

h. Coordinate and schedule volunteer drivers to deliver meals;

i. Disseminate information describing the meal program and eligibility requirements to ensure these services are known and accessible to individuals, groups and/or private and public agencies associated with providing services to HIV-infected individuals in Orange County; and

j. 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 these services will include the following:

- 1) Maintenance of client weight; and
- 2) Client’s increased ability to take medications.

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>Units of Service</u>	<u>Units of Service</u>
Home –Delivered Meals	8,000	8,000
Unduplicated clients	30	30

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
<u>DIRECT CARE STAFF</u>	<u>FTEs</u>	<u>FTEs</u>
Executive Director	0.0500	0.0500
Program Coordinator	0.3600	0.3600
<b>TOTAL FTEs</b>	<b>0.4100</b>	<b>0.4100</b>

G. QM PLAN

1. CONTRACTOR shall participate in QM activities including, but not limited to, trainings, development of standards of care, peer reviews, and the establishment of countywide goals and objectives. Unless modified by agreement of ADMINISTRATOR and CONTRACTOR, CONTRACTOR shall develop and submit to ADMINISTRATOR a written QM Plan signed by CONTRACTOR’s authorized representative on February 2, 2015. CONTRACTOR shall participate in the QM activities established by ADMINISTRATOR and shall adhere to the standards set forth by the countywide Ryan White QM Committee.

2. The QM Plan shall include but not be limited to CONTRACTOR’s:

- 1 a. Quality statement;
- 2 b. Quality infrastructure, including leadership, QM committee, staff roles and
- 3 responsibilities, and reporting;
- 4 c. Capacity building activities, including orientation and training on QM activities;
- 5 d. Evaluation, including evaluation of quality infrastructure, performance measures, and
- 6 quality improvement activities; and
- 7 e. Goals, objectives, indicators, and targets for each service category.

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