

1 AGREEMENT FOR PROVISION OF
2 HIV MAI MEDICAL CASE MANAGEMENT SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 DELHI CENTER
7 MARCH 1, ~~2010~~2011 THROUGH FEBRUARY ~~28, 2011~~29, 2012

8
9 THIS AGREEMENT entered into this 1st day of March ~~2010~~2011, which date is enumerated for
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 DELHI CENTER, a California nonprofit corporation (CONTRACTOR). This Agreement shall be
12 administered by the County of Orange Health Care Agency (ADMINISTRATOR).

13
14 **W I T N E S S E T H:**

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16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
17 Human Immunodeficiency Virus (HIV) Minority AIDS Initiative (MAI) Medical Case Management
18 Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: -March 1, ~~2010~~2011 through February ~~28, 2011~~29, 2012

Maximum Obligation: \$~~147,032~~ 142,958

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

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

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

CONTRACTOR's Insurance Coverages:

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

I. ALTERATION OF TERMS

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

II. ASSIGNMENT OF DEBTS

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

III. COMPLIANCE

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

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

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

~~B~~ 3. CONTRACTOR has the option to adhere to ~~HCA's~~ ADMINISTRATOR's Compliance Program or establish its own.

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

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

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

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

~~B.~~ CODE OF CONDUCT - ~~Under the direction of the HCA Office of Compliance,~~ ADMINISTRATOR has developed a Code of Conduct for adherence by ~~all HCA~~ ADMINISTRATOR's employees and contract providers ~~has been developed~~.

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

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

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

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

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

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

7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with ~~the "HCA Contractor~~ ADMINISTRATOR's Code of Conduct."

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

~~D.~~ C. COVERED INDIVIDUALS - CONTRACTOR shall screen all Covered Individuals

1 employed or retained to provide services related to this Agreement to ensure that they are not designated
 2 as "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General
 3 Services Administration's List of Parties Excluded from Federal Programs and the Health and Human
 4 Services/Office of Inspector General List of Excluded Individuals/Entities.

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

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

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

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

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

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

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

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

34 ED. REIMBURSEMENT STANDARDS

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

1 2. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for
2 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 to
5 accurately describe the services provided and to ensure compliance with all billing and documentation
6 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 ~~F~~E. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training
10 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

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

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

20
21 **IV. CONFIDENTIALITY**

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

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

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

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

36 B. Prior to providing any services pursuant to this Agreement, all CONTRACTOR members of the
37 Board of Directors or its designee or authorized agent, employees, consultants, subcontractors,

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

7 **V. COST REPORT**

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

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

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

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

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

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

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

1 any.

2 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
3 less applicable revenues and late penalty, not to exceed ~~the applicable~~ COUNTY's Maximum Obligation
4 as set forth on Page 34 of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY
5 which are not reimbursable pursuant to applicable federal, state and county laws, regulations and
6 requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined
7 to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to
8 COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission
9 of the Cost Reports or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount
10 not to exceed the reimbursement due COUNTY.

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

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

22 F. The Cost Report shall contain the following attestation, which may be typed directly on or
23 attached to the Cost Report:

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

33
34 Signed _____
35 Name _____
36 Title _____
37 Date _____"

VI. DELEGATION ~~AND ASSIGNMENT~~, AND SUBCONTRACTS

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

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

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

VII. EMPLOYEE ELIGIBILITY VERIFICATION

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

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VIII. EQUIPMENT

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

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

C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of specified items of Equipment ~~or minor Equipment~~ (Fixed or Controlled Assets) purchased by CONTRACTOR. To "expense," in relation to Equipment, means to charge the full cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY and the Equipment shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.

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

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

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

G. Unless this Agreement is followed without interruption by another agreement between the

1 parties for substantially the same type and scope of services, at the termination of this Agreement for
2 any cause, CONTRACTOR shall return to COUNTY all Loaned Equipment purchased with funds paid
3 through this Agreement.

4
5 **IX. FACILITIES, PAYMENTS AND SERVICES**

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

11
12 **X. INDEMNIFICATION AND INSURANCE**

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

23 B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall
24 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance
25 covering its operations as specified on Page ~~34~~ of this Agreement.

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

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

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

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

35 D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be
36 mailed to COUNTY as referenced on Page ~~34~~ of this Agreement.

37 E. All insurance policies required by this contract shall waive all rights of subrogation against the

1 County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers,
2 agents and employees when acting within the scope of their appointment or employment.

3 **XI. INSPECTIONS AND AUDITS**

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

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

17 C. AUDIT RESPONSE

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

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

30 D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare ~~and file~~
31 ~~with an annual Single Audit as required by OMB 133.~~ CONTRACTOR shall forward the Single Audit
32 ~~to ADMINISTRATOR, an annual, independent, organization-wide audit~~ within fourteen (14) calendar
33 ~~days of related expenditures during the term of this Agreement~~ receipt.

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

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XII. LICENSES AND LAWS

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

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

1. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS Treatment Modernization Act of ~~2006~~2009.

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

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

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

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

~~6. 24 CFR Parts 42 and 570.606.~~

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

~~8. 42 CFR, Public Health.~~

~~9. Public Law 103-227, Pro-Children Act of 1994.~~

~~10. State of California Penal Code Section 11164, et seq., Child Abuse and Neglect Reporting.~~

~~11. State of California Welfare and Institutions Code Section 15600, et seq., Abuse of the Elderly and Dependent Adults.~~

~~12. 45 CRF Part 76, Drug Free Work Place.~~

~~13. California Code of Regulations, Title 22.~~

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

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

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

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

- 1 4. The American Recovery & Reinvestment Act (ARRA) of 2009.
- 2 5. The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101 et seq.).
- 3 6. AIDS Housing Opportunity Act (42 U.S.C.A. 12901 et seq.).
- 4 7. Title 24, Subtitle B, Chapter 5, Subchapter C, CFR Part 574, Housing Opportunities for
- 5 Persons with AIDS.
- 6 8. 24 CFR Parts 42 and 570.606.
- 7 9. 25 CFR Part 85, Common Rule to the Community Development Block Grant Entitlement
- 8 Program.
- 9 10. 42 CFR, Public Health.
- 10 11. Public Law 103-227, Pro-Children Act of 1994.
- 11 12. State of California Penal Code Section 11164, et seq., Child Abuse and Neglect Reporting.
- 12 13. State of California Welfare and Institutions Code Section 15600, et seq., Abuse of the
- 13 Elderly and Dependent Adults.
- 14 14. 45 CFR Part 76, Drug Free Work Place.
- 15 15. California Code of Regulations, Title 22.
- 16 16. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy
- 17 Statement.
- 18 17. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A-122 and
- 19 A-133.

20 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 21 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
- 22 of the award of this Agreement:
 - 23 a. In the case of an individual contractor, his/her name, date of birth, social security
 - 24 number, and residence address;
 - 25 b. In the case of a contractor doing business in a form other than as an individual, the
 - 26 name, date of birth, social security number, and residence address of each individual who owns an
 - 27 interest of ten percent (10%) or more in the contracting entity;
 - 28 c. A certification that CONTRACTOR has fully complied with all applicable federal and
 - 29 state reporting requirements regarding its employees;
 - 30 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
 - 31 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply;
- 32 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
- 33 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
- 34 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
- 35 Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and
- 36 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
- 37 grounds for termination of this Agreement.

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

3 **XIII. LITERATURE**

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

8 **XIV. MAXIMUM OBLIGATION**

9
10 A. The Maximum Obligation of COUNTY for services provided in accordance with this
11 Agreement is as specified on Page 34 of this Agreement.

12 B. ADMINISTRATOR may increase the Maximum Obligation by an amount not to exceed ten
13 percent (10%) or decrease the Maximum Obligation in accordance with the Budget paragraph of Exhibit
14 A to this Agreement.

15 **XV. NONDISCRIMINATION**

16 A. EMPLOYMENT

17
18 1. During the performance of this Agreement, CONTRACTOR shall ensure that applicants are
19 employed, and that employees are treated during ~~not unlawfully discriminate against any employee or~~
20 applicant for employment, without regard to their ~~because of his/her~~ ethnic group identification, race,
21 religion, ancestry, color, ~~color,~~ creed, ~~color,~~ sex, marital status, national origin, age (40 and over), sexual
22 preference orientation, medical condition, or physical or mental disability. ~~Such action shall include, but~~
23 ~~not be limited to the following: employment, upgrade~~ CONTRACTOR shall warrant that the evaluation
24 and treatment of employees and applicants for employment are free from discrimination in the areas of
25 employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or
26 termination; rate of pay or other forms of compensation; and selection for training, including
27 apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for
28 employment, notices from ADMINISTRATOR and/or the United States Equal Employment
29 Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

36 3. Each labor union or representative of workers with which CONTRACTOR has a collective
37 bargaining agreement or other contract or understanding must post a notice advising the labor union or

1 workers' representative of the commitments under this Nondiscrimination paragraph and shall post
2 copies of the notice in conspicuous places available to employees and applicants for employment.

3
4 B. SERVICES, BENEFITS AND FACILITIES - CONTRACTOR shall not discriminate in the
5 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
6 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age
7 (40 and over), sexual ~~preference~~orientation, medical condition, or physical or mental disability in
8 accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d) and all other pertinent
9 rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
10 regulations, as all may now exist or be hereafter amended or changed.

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

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

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

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

33 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of
34 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in
35 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101 et seq.),
36 pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs
37 or activities, as they exist now or may be hereafter amended together with succeeding legislation.

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

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

10
11 **XVI. NOTICES**

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

- 14 1. When written and deposited in the United States mail, first class postage prepaid and
15 addressed as specified on Page ~~34~~ of this Agreement or as otherwise directed by ADMINISTRATOR;
16 2. When faxed, transmission confirmed;
17 3. When sent by electronic mail; or
18 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
19 Service, or other expedited delivery service.

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

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

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

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

32
33 **XVII. NOTIFICATION OF DEATH**

34 A. NON-TERMINAL ILLNESS DEATH

35 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon
36 becoming aware of the death due to non-terminal illness of any person served hereunder ~~or served~~
37 ~~within the previous twelve (12) months~~; provided, however, weekends and holidays shall not be

1 included for purposes of computing the time within which to give telephone notice and, notwithstanding
2 the time limit herein specified, notice need only be given during normal business hours.

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

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

8 **B. TERMINAL ILLNESS DEATH**

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

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

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

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

24 B. CONTRACTOR shall notify ADMINISTRATOR at least ten (10) ~~working~~business days in
25 advance of any applicable public event or meeting. The notification must include the date, time,
26 duration, location and purpose of public event or meeting. Any promotional materials or event related
27 flyers must be approved by ADMINISTRATOR prior to distribution.

28
29 **XIX. RECORDS MANAGEMENT ~~AND~~ AND MAINTENANCE**

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

33 1. California Code of Regulation Title 22, ~~Chapter 7, Article 6, §§70751(c), 71551(c),~~
34 73543(a), 74731(a), 75055 ~~Retention of records by outpatient medical facilities~~(a), 75343(a), and
35 77143(a).

36 2. ~~45 CFR, HIPAA Privacy Rule (Designated Record Set)~~State of California, Department of
37 Alcohol and Drug Programs Reporting System (ASRS) manual.

1 3. State of California, Department of Alcohol and Drug Programs Fiscal System (DPFS)
2 manual.

3 4. State of California, Health and Safety Code §~~123100—123149.~~123145.

4 5. 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 **XX. REVENUE**

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

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

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

1 D. OTHER REVENUES - CONTRACTOR shall charge for services, supplies, or facility use by
2 persons other than individuals or groups eligible for services pursuant to this Agreement.
3
4
5

6 **XXI. SEVERABILITY**

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

13 **XXII. SPECIAL PROVISIONS**

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

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

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

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

6 14. Paying an individual salary or compensation for services at a rate in excess of the salary
7 schedule specified by ADMINISTRATOR per the Agreement's funding source.

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

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

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

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

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

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

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

22
23 **XXIII. STATUS OF CONTRACTOR**

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

35
36 **XXIV. TERM**

37 The term of this Agreement shall commence and terminate as specified on Page 34 of this

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

5
6 **XXV. TERMINATION**

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

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

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

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

29 **D. CONTINGENT FUNDING**

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

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

1 Page 34 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum
2 Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

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

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

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

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

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

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

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

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

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

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

30
31 **XXVI. THIRD PARTY BENEFICIARY**

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

34
35 **XXVII. WAIVER OF DEFAULT OR BREACH**

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

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

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

3 DELHI CENTER
4

5
6 BY: _____ DATED: _____
7

8 TITLE: _____
9

10
11 COUNTY OF ORANGE
12

13
14 BY: _____ DATED: _____
15

16 CHAIR OF THE BOARD OF SUPERVISORS

17 SIGNED AND CERTIFIED THAT A COPY
18 OF THIS DOCUMENT HAS BEEN DELIVERED
19 TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
20 ATTEST:
21

22 _____ DATED: _____
23

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

27 APPROVED AS TO FORM
28 OFFICE OF THE COUNTY COUNSEL
29 ORANGE COUNTY, CALIFORNIA
30

31 BY: _____ DATED: _____
32

33 DEPUTY

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

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 ~~HIV~~ MAI MEDICAL CASE MANAGEMENT ~~HIV~~ SERVICES WITH
 4 DELHI CENTER
 5 MARCH 1, ~~2010~~2011 THROUGH FEBRUARY ~~28, 2011~~
 6 29, 2012

7
 8 I. ASSURANCES
 9 ASSURANCES

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

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

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

19 ~~— C. Permit and cooperate with any official federal or state investigation undertaken regarding~~
 20 ~~programs conducted under the Ryan White Act.~~

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

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

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

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

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

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

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

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

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

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

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

II. BUDGET

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

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

Medical Case Management Services – Minority AIDS Initiative

ADMINISTRATIVE COSTS

Salaries	\$ 6,850
Benefits	1,439
Operating Expenses	
Travel/ Transportation	0
Equipment	0
Facilities Expenses	4,200
Communications	0
Professional Services	<u>0</u>

SUBTOTAL \$ 12,489

DIRECT CARE COSTS

Salaries	\$ 92,400
----------	----------------------

1			<u>93,328</u>
2	Benefits	19,404	<u>19,523</u>
3	Operating Expenses		
4	Travel/ Transportation	1,500	<u>1,400</u>
5	Equipment		0
6	Facilities Expenses	16,283	<u>9,820</u>
7	Communications	3,840	<u>2,440</u>
8	Client <u>Medical</u> Transportation	1,116	<u>3,958</u>
9	SUBTOTAL		\$134,543
10			<u>\$130,469</u>
11			
12	TOTAL CONTRACT COSTS		\$147,032
13			<u>142,958</u>

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

17 C. CONTRACTOR's cumulative total costs shall be evaluated monthly and compared to the target
18 costs at that point in the contract period. If CONTRACTOR's actual costs deviate ten percent (10%)
19 either above or below the target, ADMINISTRATOR may request a written justification and a
20 corrective action plan or request for budget revision. In the event CONTRACTOR's costs are ten
21 percent (10%) or more below the target, and CONTRACTOR's plan is not acceptable to
22 ADMINISTRATOR, or CONTRACTOR fails to submit a plan within the time period specified by
23 ADMINISTRATOR, ADMINISTRATOR may reduce the Maximum Obligation as set forth on Page ~~34~~
24 of this Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of such reduction.

25 D. Catalog of Federal Domestic Assistance (CFDA) Information

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

28 a. CFDA Year: 2010

29 CFDA#: 93.914

30 Program Title: HIV Emergency Relief Project Grants (B)

31 Federal Agency: Department of Health and Human Services

32 Award Name: HIV Emergency Relief Projects Grants (B) (Ryan White Part A)

33 Amount: \$142,958 (estimated)

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

37 3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify

1 CONTRACTOR in writing of said revisions.

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

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

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

17
18 **IV. GENERAL STAFFING REQUIREMENTS**

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

25 ~~— B. Prior to providing any services pursuant to this Agreement, CONTRACTOR shall~~
26 ~~establish a statement of client rights and responsibilities. CONTRACTOR may adopt Client~~
27 ~~Rights and Responsibilities provided by ADMINISTRATOR, or an alternate version approved by~~
28 ~~ADMINISTRATOR. CONTRACTOR shall document that client has received and understands~~
29 ~~Client Rights and Responsibilities.~~

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

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

34
35 **V. PAYMENTS**

36 A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs
37 of providing the services described hereunder, less revenues which are actually received by

1 CONTRACTOR; provided, however, that CONTRACTOR's costs are allowable pursuant to county,
2 state, and federal regulations.

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

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

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

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

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

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

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

33 **VI. REPORTS**

34 A. CONTRACTOR shall maintain records and make reports as required by ADMINISTRATOR.
35 Such reports shall include, but may not be limited to, cooperating in the Evaluation of Administrative
36 Mechanism process and its timelines. CONTRACTOR understands that failure to provide said reports
37

1 or meet any of the requirements of this Reports paragraph shall be cause for ADMINISTRATOR to
 2 withhold or delay any or a portion of payments to CONTRACTOR, as specified in the Payments
 3 paragraph of this Exhibit A to the Agreement.

4 B. FISCAL

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

13 2. CONTRACTOR shall submit quarterly Year-End Projection Reports to
 14 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR
 15 and shall report anticipated units of services to be provided, and projected period-end actual costs and
 16 revenues for CONTRACTOR's program(s) or cost center(s) described in the Services paragraph of this
 17 Exhibit A to the Agreement. Such reports shall include the actual monthly costs and revenues as of the
 18 date submitted and anticipated monthly costs and revenues projected through year-end. Year-End
 19 Projection Reports shall be due on the following dates: June ~~15, 2010~~ 20, 2011; September ~~15, 2010~~;
 20 20, 2011 and December 1, ~~2010~~ 2011 unless otherwise agreed to in writing by ADMINISTRATOR.

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

28 D. PROGRAMMATIC – CONTRACTOR shall submit quarterly programmatic reports to
 29 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR
 30 and shall include but not be limited to, staff changes and corresponding impact on services, status of
 31 licensure and/or certifications, changes in populations being served and reasons for any such changes.
 32 CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of
 33 this Agreement and, if not, shall specify what steps will be taken to achieve satisfactory progress. The
 34 reports shall be due on the following dates: June ~~15, 2010~~ 20, 2011; September ~~15, 2010~~;
 35 20, 2011, December ~~15, 2010~~;
 36 15, 2011 and March ~~15, 2010~~ 21, 2012, unless otherwise agreed to in writing, by
 ADMINISTRATOR.

37 E. ~~CONTRACTOR shall submit a year-end narrative report summarizing program activities,~~

1 ~~accomplishments and challenges, including efforts at client outreach and orientation. The report~~
 2 ~~shall be due on May 3, 2011, unless otherwise agreed to in writing by ADMINISTRATOR.~~

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

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

16 ~~H.~~ QUALITY MANAGEMENT (QM) REPORTS – CONTRACTOR shall submit a QM
 17 Report with appropriate signature(s) to ADMINISTRATOR by March 31, ~~2011~~2012. The QM Report
 18 shall be submitted in a format provided or approved by ADMINISTRATOR. The QM Report shall
 19 include but not be limited to:

- 20 1. Summary of QM activities;
- 21 2. Service-specific outcome measure results;
- 22 3. Summary of findings; and
- 23 4. Summary of how findings will be addressed.

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

28 **VII. SERVICES**

29 A. CONTRACTOR shall make all services specified herein available to eligible persons who
 30 reside in Orange County and are infected with the HIV, in accordance with this Agreement. Parties
 31 understand that ~~standards~~ Common Standards of ~~care are being~~ Care have been developed for all HIV
 32 Services and service-specific Standards of Care have been developed for some services.
 33 CONTRACTOR shall adhere to standards of care approved by ADMINISTRATOR, CONTRACTOR
 34 and ADMINISTRATOR may mutually agree, in writing, to adjust the Eligibility, Units of Service, and
 35 Staffing subparagraphs set forth below for each program.
 36

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

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

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

17 4. CONTRACTOR shall maintain files for all clients. Files, at a minimum, shall contain
18 information ~~on~~ ~~necessary for federal reporting, including, but not limited to,~~ name, address, ~~race,~~
19 ethnicity, gender, date of birth, ~~verification of HIV status, eligibility for services, financial status,~~ ~~living~~
20 ~~situation, income, source of insurance, CDC disease stage, and risk factors, and~~ types of service
21 provided, ~~referrals, and emergency contact.~~

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

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

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

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

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

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

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

19 a. initial assessment of service needs;

20 b. development of a comprehensive, individualized service plan;

21 c. coordination of services required to implement the plan;

22 d. monitoring of client to assess the efficacy of the plan;

23 e. periodic re-evaluation and adaptation of the plan; and

24 f. clear documentation of assessment, plan, and referrals.

25 2. ELIGIBILITY

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

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

31 c. ~~Client~~ Clients may not be enrolled in multiple case management programs.

32 d. Eligibility should be evaluated at least annually.

33 3. SCOPE OF SERVICES

34 a. CONTRACTOR shall provide access to a full range of Medical Case Management
 35 services. Services must be consistent with Standards of Care for Case Management provided by
 36 ADMINISTRATOR. These services ensure timely and coordinated access to ~~medically~~ appropriate
 37 levels of health and support services ~~for MAI medical case management. These services.~~

1 b. Medical Case Management should ensure continuity of care through ongoing
 2 assessment of the client's needs and personal support systems. ~~CONTRACTOR shall focus on~~
 3 ~~providing services to Latino clients. Key activities include:~~

- 4 ~~1) Client intake;~~
- 5 ~~2) Comprehensive assessment of client needs;~~
- 6 ~~3) Education;~~
- 7 ~~4) Development of individual service plans;~~
- 8 ~~5) Referral/advocacy and coordination of services;~~
- 9 ~~6) Follow up and monitoring of client progress;~~
- 10 ~~7) Coordination of medical care; and~~
- 11 ~~8) Discharge planning.~~

12 ~~b. Medical Case Management MAI services shall:~~

- 13 ~~1) Support clients in receiving consistent and appropriate medical care to~~
 14 ~~achieve the primary goal of stable and/or improving health;~~
- 15 ~~2) Assist clients in achieving secondary goals, which include, but shall not be limited~~
 16 ~~to: stable and adequate income; housing; transportation to medical care or substance abuse treatment;~~
 17 ~~harm reduction related to alcohol and/or drug use; risk reduction related to sexual behavior, sobriety,~~
 18 ~~mental health; and appropriate referrals/linkage to substance abuse treatment programs and mental~~
 19 ~~health services.~~

20 c. CONTRACTOR shall implement appropriate strategies to improve access to care and
 21 adherence to treatment.

22 d. CONTRACTOR shall provide Medical Case Management ~~MAI~~ activities as follows
 23 and shall include written justification for providing services to individual clients in the client's home, in
 24 the hospital, or at any location other than CONTRACTOR's offices. All activities related to the client's
 25 care shall be documented in the client record. CONTRACTOR shall conduct the following activities:

26 1) Client Intake:

27 a) Perform client ~~screening and~~ intake within five (5) business days of the client's
 28 referral or initial client contact. Client intake shall include gathering of pertinent client information
 29 necessary to establish the client's eligibility, ~~including client's HIV status, medical or dental coverage,~~
 30 ~~documentation of income, and primary residency, as~~ demographic information, and information
 31 necessary for federal reporting.

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

37 2) Comprehensive Assessment:

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

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

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

12 d) Periodically assess and re-evaluate client's level of functioning and changing
13 clinical and psychological needs. As specified by ADMINISTRATOR in the Standards of Care,
14 CONTRACTOR shall conduct formal reassessment at minimum as follows, depending on the client's
15 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

16
17
18
19
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21
22
23 e) Maintain regular and appropriate contact with clients or with person(s)
24 responsible for providing care, in the case of dependent clients; ~~and maintain a system for assisting on-~~
25 ~~going communication via face-to-face contact, mail and/or telephone follow-up.~~ Periodicity should be
26 based on client need and acuity level and on minimum standards set by ADMINISTRATOR in the
27 Standards of Care, as noted above.

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

30 4) Individualized Service Plan (ISP):

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

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

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

37 5) Referral/Advocacy and Coordination of Services:

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

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

6 6) Follow-Up and Monitoring:

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

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

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

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

16 7) Coordination of Medical Care:

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

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

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

21 8) ~~Discharge Planning~~ Service Closure:

22 a) Document ~~discharge~~ service closure of client in client file. ~~Clients may be~~
 23 ~~discharged from Medical Case Management—MAI for many causes including, but not limited to, death,~~
 24 ~~determination of ineligibility for services, determination that client no longer needs services, client~~
 25 ~~choice, transfer to other agency, client behaviors resulting in an inability to provide appropriate case~~
 26 ~~management services, and loss to follow-up.~~

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

33 c) ~~Facilitate discontinuation of services with assistance from other~~
 34 ~~collaborative~~ Close out the client in the data collection system within thirty (30) days of service
 35 ~~providers as appropriate, and shall prepare a summary noting case disposition and measurements~~
 36 ~~of progress toward identified goals and place the summary in the client record.~~

37 ~~d) Prepare a case summary, when requested by client who wishes to transfer to a~~

1 ~~new provider~~ closure.

2 e. MEDICAL CASE MANAGEMENT - MAI LEVELS

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

6 2) CONTRACTOR shall adhere to ~~Minimum~~ Standards of Care, determined by
7 the community and provided by ADMINISTRATOR, in providing services. For the purposes of
8 this Agreement, the following ~~two (2) levels are~~ is provided as ~~guidelines~~ a guideline for
9 assignment of clients to Medical Case Management – MAI and determination of staff caseloads

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

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

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

29 f. ~~CONTRACTOR shall implement services in adherence to the Common Standards of~~
30 ~~Care and Case Management Standards of Care developed by ADMINISTRATOR~~ MEDICAL
31 TRANSPORTATION – BUS PASSES AND ACCESS COUPONS

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

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

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

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

1) ~~Client~~ For Medical Case Management:

a) Improvement in health as measured by stable or increased CD4 counts:

~~2) Client and stable or decreased viral loads;~~

~~3) Client access to medical care; and~~

~~4) Client~~ b) Decreased psycho-social needs as measured by stable or improved acuity scores;

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

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

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

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

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

	<u>Units of Service</u>
Basic – Bachelor’s Level	
Face-to-face contacts	60 <u>90</u>
Unduplicated clients	30 <u>50</u>
Moderate – Bachelor’s Level	
Face-to-face contacts	200 <u>180</u>
Unduplicated clients	50
Intensive	
Face-to-face contacts	252 <u>216</u>
Unduplicated clients	42 <u>40</u>

~~5~~

4. 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>FTEs</u>
1	
2	ADMINISTRATIVE STAFF
3	Executive Director
4	0.0130
	<u>0.0250</u>
5	SUBTOTAL
6	0.0130
	<u>0.0250</u>
7	
8	DIRECT CARE STAFF
9	Program Coordinator
10	0.5000
	<u>0.4000</u>
11	Senior Case Manager
12	1.0000
13	Case Manager
	0.5000
14	Case Manager
	0.5000
15	Administrative Assistant
	<u>0.0010</u>
16	SUBTOTAL
17	2.5010
	<u>2.4010</u>
18	TOTAL FTEs
19	2.5140
	<u>2.4260</u>

21 b. CONTRACTOR shall make its best effort to hire staff with bilingual capabilities in
22 Spanish/English to assist with case management services.

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

25 C. QUALITY MANAGEMENT (QM) PLAN

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

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

35 a. Quality statement;

36 b. Quality infrastructure, including leadership, QM committee, ~~and~~ staff roles and
37 responsibilities, and reporting;

- 1 c. Capacity building activities, including orientation and training on QM activities;
- 2 d. Evaluation, including evaluation of quality infrastructure, performance measures, and
- 3 quality improvement activities; and
- 4 e. Goals, objectives, indicators, and targets for each service category.
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