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REFERENCED CONTRACT PROVISIONS

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2
3 **Term:** March 1, ~~2010 through February 29, 2012~~

4 ~~"Period One" means the period from March 1, 2010~~ through February 28, ~~2011~~2013

5 ~~"Period Two" means the period from March 1, 2011 through February 29, 2012~~

6
7 **Basis for Reimbursement:** Fee for Service

8
9 **Payment Method:** Fee for Service

10
11
12 **Notices to COUNTY and CONTRACTOR:**

13
14 **COUNTY:** County of Orange
15 Health Care Agency
16 Contract Development and Management
17 405 West 5th Street, Suite 600
18 Santa Ana, CA 92701-4637

19 **CONTRACTOR:** Hoag Memorial Hospital Presbyterian
20 Attention: Contracting Department
21 One Hoag Drive
22 Newport Beach, CA 92663

23
24 **CONTRACTOR's Insurance Coverages:**

<u>Coverage</u>	<u>Minimum Limits</u>
28 Comprehensive <u>Commercial</u> General Liability with 29 —broad form property damage and 30 —contractual liability _____	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
31 Workers' Compensation	Statutory
32 Employer's Liability <u>Insurance</u>	\$1,000,000 per occurrence
33 Professional Liability <u>Insurance</u>	\$1,000,000 per claims made or _____ per occurrence
34 Sexual Misconduct Liability	\$1,000,000 per occurrence

I. ACRONYMS

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

A. ARRA American Recovery and Reinvestment Act

B. ASRS Alcohol and Drug Programs Reporting System

C. CCC California Civil Code

D. CCR California Code of Regulations

E. CFR Code of Federal Regulations

F. CHPP COUNTY HIPAA Policies and Procedures

G. CHS Correctional Health Services

H. D/MC Drug/Medi-Cal

I. DMH Department of Mental Health

J. DPFS Drug Program Fiscal Systems

K. DRS Designated Record Set

L. HCA Health Care Agency

M. HHS Health and Human Services

N. HIPAA Health Insurance Portability and Accountability Act

O. HSC California Health and Safety Code

P. MHP Mental Health Plan

Q. OCJS Orange County Jail System

R. OCPD Orange County Probation Department

S. OCR Office for Civil Rights

T. OCSD Orange County Sheriff's Department

U. OIG Office of Inspector General

V. OMB Office of Management and Budget

W. OPM Federal Office of Personnel Management

X. PADSS Payment Application Data Security Standard

Y. PC State of California Penal Code

Z. PCI DSS Payment Card Industry Data Security Standard

AA. PHI Protected Health Information

AB. PII Personally Identifiable Information

AC. PRA Public Record Act

AD. USC United States Code

AE. WIC State of California Welfare and Institutions Code

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II. ALTERATION OF TERMS

1
2 ~~—~~ This Agreement, together with Exhibit A, attached hereto and incorporated herein by reference,
3 fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of
4 this Agreement, and shall constitute the total Agreement between the parties for these purposes. No
5 addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless
6 made in writing and formally approved and executed by both parties.

III. COMPLIANCE

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

12 1. ~~CONTRACTOR may adopt HCA's Compliance Program or establish its own. If~~
13 ~~CONTRACTOR has established its own Compliance Program, CONTRACTOR shall acknowledge~~
14 ~~existence of HCA's Compliance Program and shall provide certification to ADMINISTRATOR that~~
15 ~~CONTRACTOR shall operate its own Compliance Program and shall ensure that its employees,~~
16 ~~subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agent, if~~
17 ~~appropriate, ("Covered Individuals") are~~ CONTRACTOR is made aware of CONTRACTOR's
18 Compliance Program the relevant policies and procedures:

19 ~~2. If CONTRACTOR elects to adopt HCA's Compliance Program, ADMINISTRATOR shall~~
20 ~~provide CONTRACTOR with a copy of the relevant HCA Policies and Procedures relating to the Office~~
21 ~~of Compliance. CONTRACTOR shall ensure that Covered Individuals relative to this Agreement are~~
22 ~~made aware of these Policies and Procedures~~ ADMINISTRATOR's Compliance Program.

23 B. ~~CODE OF CONDUCT Under the direction of the HCA Office of~~ 2.
24 CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance, a Code of Conduct
25 for adherence by Program or establish its own.

26 3. Covered Individuals includes all HCA contractors, subcontractors, agents, and other persons
27 who provide health care items or services or who perform billing or coding functions on behalf of HCA.
28 Notwithstanding the above, this term does not include part-time or per diem employees ~~and contract~~
29 ~~providers has been developed,~~ contractors, subcontractors, agents, and other persons who are not
30 reasonably expected to work more than one hundred sixty (160) hours per year; except that any such
31 individuals shall become Covered Individuals at the point when they work more than one hundred sixty
32 (160) hours during the calendar year. If CONTRACTOR elects to adopt ADMINISTRATOR's
33 Compliance Program, then CONTRACTOR shall ensure that all Covered Individuals relative to this
34 Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and
35 procedures.

36 ~~1. Within~~ 4. If CONTRACTOR elects to have its own Compliance Program then it
37 shall submit a copy of its Compliance Program and relevant policies and procedures to

1 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement, ~~CONTRACTOR has~~
 2 ~~the option of submitting to ADMINISTRATOR a signed acknowledgement and agreement that~~
 3 ~~CONTRACTOR shall comply with the "HCA Contractor Code of Conduct" or CONTRACTOR shall~~
 4 ~~submit a copy of its Code of Conduct to ADMINISTRATOR for review and comparison to federal, state~~
 5 ~~and county standards by the HCA.~~

6 5. ADMINISTRATOR's Compliance Officer:

7 ~~2. If CONTRACTOR elects to submit a copy of its Code of Conduct, HCA's Compliance~~
 8 ~~Officer shall advise CONTRACTOR of any necessary changes to determine if CONTRACTOR's Code~~
 9 ~~of Conduct to meet minimum standards and~~ Compliance Program contains all required elements.

10 CONTRACTOR shall ~~either~~ take necessary action to meet said standards or shall be asked to
 11 acknowledge and agree to the ~~"HCA Contractor Code of Conduct."~~ ADMINISTRATOR's Compliance
 12 Program if it does not contain all required elements.

13 ~~3.~~ 6. Upon written confirmation from ADMINISTRATOR's Compliance Officer
 14 that CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall
 15 acknowledge existence of ADMINISTRATOR's Compliance Program, and ensure that all Covered
 16 Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program and
 17 related policies and procedures.

18 //

19 7. Failure of CONTRACTOR to submit ~~the acknowledgement of the HCA Contractor Code of~~
 20 ~~Conduct or to submit its own Code of Conduct~~ its Compliance Program and relevant policies and
 21 procedures shall constitute a material breach of this Agreement, ~~and failure.~~ Failure
 22 to cure such breach within sixty (60) calendar days of such ~~notice of such breach~~ from ADMINISTRATOR shall constitute
 23 grounds for termination of this Agreement as to the non-complying party.

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

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

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

36 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.

37 CONTRACTOR shall not knowingly hire or engage any Ineligible Person to provide services relative to

1 this Agreement.

2 3. CONTRACTOR shall screen all current Covered Individuals and subcontractors
3 annually, ~~unless otherwise authorized in writing by ADMINISTRATOR,~~ to ensure that they have not
4 become Ineligible Persons.

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

8 ~~5. In addition to screening organizations and vendor under subcontract,~~ CONTRACTOR shall
9 also request that its subcontractors use their best efforts to verify that they are eligible to participate in
10 all federal and State of California health programs and have not been excluded or debarred from
11 participation in any federal or state health care programs, and to further represent to CONTRACTOR
12 that they do not have any Ineligible Person in their employ or under contract.

13 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
14 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. ~~---~~

15 ~~6~~ CONTRACTOR shall notify ADMINISTRATOR immediately upon such disclosure.

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

22 ~~D. REIMBURSEMENT STANDARDS~~

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

26 ~~2. CONTRACTOR shall not submit false, fraudulent, inaccurate or fictitious claims for~~
27 ~~payment or reimbursement of any kind.~~

28 #

29 ~~3. CONTRACTOR shall bill only for those eligible services actually rendered which are also~~
30 ~~fully documented. When such services are coded, CONTRACTOR shall use only correct billing codes~~
31 ~~that accurately describe the services provided.~~

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

34 ~~E~~ 6. CONTRACTOR shall notify ADMINISTRATOR immediately upon becoming aware
35 if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such
36 after being sanction screened. Such individual or entity shall be immediately removed from
37 participating in any activity associated with this Agreement. ADMINISTRATOR will determine

1 appropriate repayment or sanction CONTRACTOR for services provided by ineligible person or
2 individual.

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

5 C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training
6 and Provider Compliance Training, where appropriate, available to Covered Individuals.

7 1. CONTRACTOR shall use its best efforts to encourage ~~attendance at Compliance Training~~
8 ~~by Covered Individuals~~ completion by Covered Individuals; provided, however, that at a minimum
9 CONTRACTOR shall assign at least one (1) designated representative to complete all Compliance
10 Trainings when offered.

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

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

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

17 D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence
18 by ADMINISTRATOR's employees and contract providers.

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

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

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

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

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

32 6. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then
33 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that
34 CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.

35 7. Failure of CONTRACTOR to timely submit the acknowledgement of
36 ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure
37 to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall

1 constitute grounds for termination of this Agreement as to the non-complying party.

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

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

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

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

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

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

16
 17 **IV. CONFIDENTIALITY**

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

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

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

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

33 B. Prior to providing any services pursuant to this Agreement, all CONTRACTOR members of the
 34 Board of Directors or its designee or authorized agent, employees, consultants, subcontractors,
 35 volunteers and interns shall agree, in writing, with CONTRACTOR to maintain the confidentiality of
 36 any and all information and records which may be obtained in the course of providing such services.

37 #

1 #

2 The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations
3 of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
4 consultants, subcontractors, volunteers and interns.

5 6 **V. DELEGATION ~~AND~~ ASSIGNMENT AND SUBCONTRACTS**

7 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
8 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
9 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
10 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as
11 they relate to the service or activity under subcontract, and include any provisions that
12 ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon
13 five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of
14 this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate
15 or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
16 CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior
17 written consent of COUNTY. ADMINISTRATOR may disallow, from payments otherwise due
18 CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

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

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

34 35 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

36 CONTRACTOR warrants that it shall make ~~its~~ best effort to fully comply with all federal and state
37 statutes and regulations regarding the employment of aliens and others and to ensure that employees,

1 subcontractors and consultants performing work under this Agreement meet the citizenship or alien
 2 status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all
 3 employees, subcontractors and consultants performing work hereunder, all verification and other
 4 documentation of employment eligibility status required by federal or state statutes and regulations
 5 including, but not limited to, the Immigration Reform and Control Act of 1986, 8 ~~U.S.C.~~ USC §1324 et
 6 seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all
 7 such documentation for all covered employees, subcontractors and consultants for the period prescribed
 8 by the law.

9

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

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

16

17 **VIII. INDEMNIFICATION AND INSURANCE**

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

28 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,
 29 agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including
 30 defense costs, or liability of any kind or nature, including but not limited to personal injury or property
 31 damage, arising from or related to the services, products or other performance provided by COUNTY
 32 pursuant to this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court
 33 of competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY
 34 and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party
 35 shall request a jury apportionment.

36 C. Each party agrees to provide the indemnifying party with written notification of any claim
 37 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days

1 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
2 each party shall cooperate with the indemnifying party in its defense.

3 D. Without limiting CONTRACTOR's indemnification, CONTRACTOR warrants that it is self-
4 insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of
5 insurance covering its operations placed with reputable insurance companies in amounts as specified ~~on~~
6 Page 3 in the Referenced Contract Provisions of this Agreement. Upon request by ADMINISTRATOR,
7 CONTRACTOR shall provide evidence of such insurance.

8 ~~E~~ E. All insurance policies except Workers' Compensation and Employer's Liability, shall
9 contain

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

13 F. Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be
14 mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.

15 G. COUNTY warrants that it is self-insured or maintains policies of insurance placed with
16 reputable insurance companies licensed to do business in the State of California which insures the perils
17 of bodily injury, medical, professional liability, and property damage. Upon request by
18 CONTRACTOR, COUNTY shall provide evidence of such insurance.

20 IX. INSPECTIONS AND AUDITS

21 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
22 of the State of California, the Secretary of the United States Department of Health and Human Services,
23 the Comptroller General of the United States, or any other of their authorized representatives, shall have
24 access to any books, documents, and records, including but not limited to, financial statements, general
25 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
26 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
27 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
28 in the Records Management and Maintenance paragraph of this Agreement. Such persons may at all
29 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
30 premises in which they are provided. COUNTY may provide CONTRACTOR with at least seventy-
31 two (72) hour notice of such inspections or evaluations.

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

36 C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of
37 services.

1 D. AUDIT RESPONSE

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

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

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

18
19 **X. LICENSES AND LAWS**

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

27 B. CONTRACTOR shall comply with all applicable governmental laws, rules or regulations, ~~and~~
28 ~~requirements~~ applicable to the services provided hereunder as ~~they~~ any may now exist ~~now~~ or ~~may~~ be
29 hereafter ~~amended or~~ changed. These laws, regulations, and requirements shall include, but not be
30 limited to, the following:

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

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

34 2. HIPAA Privacy Rule, as it may exist now, or be hereafter amended, and if applicable.

35 3. ~~The~~ 42 USC. 12101 et seq., the Americans with Disabilities Act of 1990 ~~(42 U.S.C.A.~~
36 ~~12101 et seq.)~~.

37 4. ~~42 CFR, Public Health.~~

- ~~5. Public Law 103-227, Pro-Children Act of 1994.~~
- ~~6. State of California Penal Code Section 11164, et seq., Child Abuse and Neglect Reporting.~~
- ~~7. State of California Welfare and Institutions Code Section WIC §15600, et seq., Abuse of the Elderly and Dependent Adults.~~
- ~~85. 45 ~~CRF~~ CFR Part 76, Drug Free Work Place.~~
- ~~9. California Code of Regulations, Title 9, Division 4.~~
- ~~10. California Code of Regulations 6. CCR, Title 22.~~
- ~~11. California Health and Safety Code, Divisions 10.5 and 10.6.~~
- ~~12. 7. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy Statement.~~
- ~~13. Office of Management and Budget (8. OMB) Circulars A-87, A-89, A-110, A-122 and A-133.~~
- ~~14. 9. ARRA of 2009.~~
- ~~10. Title XXVI of the Public Health Insurance Portability and Accountability Services Act (HIPAA) Privacy Rule, as ~~it may exist now, or be hereafter amended, and if applicable~~ by the Ryan White HIV/AIDS Treatment Extension Act of 2009.~~
- ~~#~~
- ~~11. 42 CFR, Public Health.~~

//

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

4 ~~XI. LITERATURE.~~ LITERATURE

5 ~~—~~Any written information, including educational and promotional materials, distributed by
6 CONTRACTOR to any person for purposes directly related to ~~this~~the Agreement must be approved by
7 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
8 materials shall include electronic media such as the Internet. Such information shall not imply
9 endorsement by the COUNTY, unless ADMINISTRATOR consents thereto in writing.

10 XII. NONDISCRIMINATION

11 A. EMPLOYMENT

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

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

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

34 B. SERVICES, BENEFITS AND FACILITIES ~~—~~ CONTRACTOR shall not discriminate in the
35 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
36 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age
37

1 (40 and over), sexual ~~preference~~orientation, medical condition, or physical or mental disability in
 2 accordance with Title VI of the Civil Rights Act of 1964 (42 ~~U.S.C.A.~~USC §2000d) and all other
 3 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
 4 regulations, as all may now exist or be hereafter amended or changed.

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

7 a. Denying a client or potential client any service, benefit, or accommodation.

8 b. Providing any service or benefit to a client which is different or is provided in a
 9 different manner or at a different time from that provided to other clients.

10 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
 11 by others receiving any service or benefit.

12 d. Treating a client differently from others in satisfying any admission requirement or
 13 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 14 any service or benefit.

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

16 2. Complaint Process ~~—~~ CONTRACTOR shall establish procedures for advising all clients
 17 through a written statement that CONTRACTOR's clients may file all complaints alleging
 18 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the
 19 U.S. Department of Health and Human Services' ~~Office for Civil Rights~~OCR. CONTRACTOR's
 20 statement shall advise clients of the following:

21 //

22 //

23 a. In those cases where the client's complaint is filed initially with the OCR, the Office for
 24 ~~Civil Rights (Office), the Office~~OCR may proceed to investigate the client's complaint, or the Office
 25 OCR may request COUNTY to conduct the investigation.

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

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

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

1 | secured by federal or state law.

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

7 | **XIII. NOTICES**

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

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

13 | 2. When faxed, transmission confirmed;

14 | 3. When sent by ~~electronic mail~~ Email; or

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

17 | B. Termination Notices shall be addressed as specified ~~on Page 3~~ in the Referenced Contract
18 | Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective
19 | when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal
20 | Express, United Parcel Service, or other expedited delivery service.

21 | C. Either ~~party~~ Party shall notify the other party, in writing, within twenty-four (24) hours of
22 | becoming aware of any occurrence of a serious nature, which may expose either party to liability. Such
23 | occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
24 | damage to any COUNTY property in possession of CONTRACTOR.

25 | D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
26 | ADMINISTRATOR.

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

30 | **XIV. NOTIFICATION OF DEATH**

31 | A. NON-TERMINAL ILLNESS DEATH

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

37 | 2. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver

1 or fax, a written Notification of Non-Terminal Illness Death to ADMINISTRATOR.

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

5 **B. TERMINAL ILLNESS DEATH**

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

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

16
17 ~~**XV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS.**~~ **NOTIFICATION OF PUBLIC**
18 **EVENTS AND MEETINGS**

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

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

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

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

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

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

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

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

~~5. State of California, Health and Safety Code §§123100-123149.5 §123145.~~

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

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

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

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

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

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

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

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

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

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

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

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

F. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of ~~personally identifiable information (hereinafter "PII")~~ and/or ~~protected health information (hereinafter "PHI").~~ CONTRACTOR shall, immediately upon discovery of a breach of privacy

//

1 and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by
2 telephone and email or facsimile.

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

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

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

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

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

20 K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
21 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
22 CONTRACTOR.

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

25 M. CONTRACTOR shall notify ADMINISTRATOR of any ~~Public Record Act (PRA) request~~
26 requests related to, or arising out of this Agreement within ~~twenty-four (24)~~ forty-eight (48) hours for
27 persons served by CONTRACTOR pursuant to ~~this~~ the Agreement. CONTRACTOR shall provide
28 ADMINISTRATOR all information that is requested by the PRA request for persons served by
29 CONTRACTOR pursuant to ~~this~~ the Agreement.

30 **XVII. SEVERABILITY**

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

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

XIX. ~~TERM~~TERM

The term of this Agreement shall commence and terminate as specified ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

XX. TERMINATION

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

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

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

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this Agreement.

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

3 7. Unethical conduct or malpractice by any physician or licensed person providing services
4 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
5 //
6 removes such physician or licensed person from serving persons treated or assisted pursuant to this
7 Agreement.

8 D. CONTINGENT FUNDING

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

- 10 a. The continued availability of federal, state and county funds for reimbursement of
11 COUNTY's expenditures, and
12 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
13 approved by the Board of Supervisors.

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

17 E. In the event this Agreement is terminated ~~prior to the completion of the term as specified on~~
18 ~~Page 3 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum~~
19 ~~Obligation of this Agreement in an amount consistent with the reduced~~ by either party, after ~~term of the~~
20 ~~Agreement.~~

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

- 22 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
23 is consistent with recognized standards of quality care and prudent business practice.
24 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
25 performance during the remaining contract term.
26 3. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
27 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
28 orderly transfer.
29 4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
30 ~~their~~ client's best interests.
31 5. If records are to be transferred to COUNTY, pack and label such records in accordance
32 with directions provided by ADMINISTRATOR.

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

36 **XXI. THIRD PARTY BENEFICIARY**

37 Neither party hereto intends that this Agreement shall create rights hereunder in third parties

1 including, but not limited to, any subcontractors or any clients provided services hereunder.

2

3 **XXII. ~~WAIVER~~WAIVER OF ~~DEFAULT~~DEFAULT OR BREACH**

4 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
5 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
6 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
7 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
8 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 HOAG MEMORIAL HOSPITAL PRESBYTERIAN
4

5 BY: _____ DATED: _____
6

7 TITLE: _____
8

9
10 BY: _____ DATED: _____

11
12 TITLE: _____

13 COUNTY OF ORANGE
14

15 BY: _____ DATED: _____
16

17 ~~CHAIR OF THE BOARD OF SUPERVISORS~~ HEALTH CARE AGENCY

18 ~~SIGNED AND CERTIFIED THAT A COPY~~
19 ~~OF THIS DOCUMENT HAS BEEN DELIVERED~~
20 ~~TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535~~
21 ATTEST:
22

23 _____ DATED: _____
24

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

28 APPROVED AS TO FORM
29 OFFICE OF THE COUNTY COUNSEL
30 ORANGE COUNTY, CALIFORNIA
31

32 BY: _____ DATED: _____
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 HEALTH CARE SERVICES WITH
4 HOAG MEMORIAL HOSPITAL PRESBYTERIAN
5 MARCH 1, ~~2010~~2012 THROUGH FEBRUARY 29, ~~2012~~2013
6

7 **I. PAYMENTS**

8 A. BASIS FOR REIMBURSEMENT - As compensation to CONTRACTOR for providing
9 specialty medical care services described herein, COUNTY shall compensate CONTRACTOR at one
10 hundred five percent (105%) of the current Region 26 RVRBS Medicare fee schedule.

11 B. BILLING - CONTRACTOR shall obtain prior authorization for all services pursuant to this
12 Agreement. Prior authorization shall consist of a Prior Authorization (P.A.) Form approved by
13 ADMINISTRATOR.

14 C. CONTRACTOR shall submit to ADMINISTRATOR or designee, claims for services to
15 individual clients, on a properly completed form approved or supplied by ADMINISTRATOR.
16 CONTRACTOR's claims shall include such information as is required by ADMINISTRATOR. All
17 claims are due within sixty (60) calendar days of the date of service and payments to CONTRACTOR
18 should be released by COUNTY no later than forty-five (45) calendar days after receipt of the correctly
19 completed claim.

20 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
21 with any provision of this Agreement.

22 E. CONTRACTOR may bill separately an additional twenty percent (20%) of the current
23 Region 26 RVRBS Medicare fee schedule for any payment released greater than forty-five (45) calendar
24 days after COUNTY receipt of the correctly completed claim provided delay is not due to
25 CONTRACTOR's failure to comply with any provision of this Agreement.

26 F. CONTRACTOR may not claim reimbursement for services provided beyond the expiration
27 and/or termination of this Agreement.

28 G. Claims and service authorization, set forth in this Agreement may be adjusted by mutual written
29 agreement of CONTRACTOR and ADMINISTRATOR.

30 H. All claims to COUNTY shall be supported, at CONTRACTOR's facility, by source
31 documentation.

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II. SERVICES

A. CONTRACTOR shall provide facilities for outpatient diagnostic tests and procedures including, but not limited to, laboratory and pathology, radiology (CT Scans, MRI, Ultrasound, and Upper GI series), biopsies, and endoscopies. ADMINISTRATOR and CONTRACTOR acknowledge and agree

that the provision of physician services for such tests and procedures ~~is~~are not within the scope of this Agreement.

B. COUNTY shall provide primary HIV medical care for all patients referred to CONTRACTOR.

C. CONTRACTOR shall provide specialty medical care services that are within the scope of CONTRACTOR’s license(s) to practice or to provide said services.

D. Physician services shall be based on current established medical standards of care.

E. CONTRACTOR shall provide outpatient clinic appointments and visits within three (3) weeks of the request for service or sooner, if medical condition warrants.

F. CONTRACTOR services shall be limited to those services authorized by ADMINISTRATOR on a P.A. Form. CONTRACTOR shall retain a copy of each approved P.A. Form in each client’s file.

G. CONTRACTOR shall obtain P.A. Forms for additional services, tests, and procedures not identified on the originating P.A. Form.

H. CONTRACTOR shall use, whenever possible, pertinent medical records and laboratory results provided by ADMINISTRATOR, prior to requesting authorization for additional testing.

I. Lab services are not covered unless specifically authorized by a P.A. Form.

J. CONTRACTOR shall provide follow-up consultation notes and/or reports to ADMINISTRATOR in a timely manner, not to exceed seven (7) calendar days from the date of service.

#

III. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

INFORMATION

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

CFDA Year: 2011

CFDA#: 93.914

Program Title: HIV Emergency Relief Project Grant (B)

Federal Agency: Department of Health and Human Services

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

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

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

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