

AGREEMENT FOR PROVISION OF
HIV PREVENTION SERVICES
BETWEEN
COUNTY OF ORANGE

AND
THE GAY AND LESBIAN COMMUNITY SERVICES CENTER OF ORANGE COUNTY
JULY 1, 2011 THROUGH ~~JUNE 30~~ DECEMBER 31, 2012

THIS AGREEMENT entered into this 1st day of July 2011, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and THE GAY AND LESBIAN COMMUNITY SERVICES CENTER OF ORANGE COUNTY, a California nonprofit corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of HIV Prevention Services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions.....	3
I. Alteration of Terms.....	4
II. Assignment of Debts.....	4
III. Compliance.....	4
IV. Confidentiality.....	7
V. Cost Report.....	8
VI. Delegation, Assignment and Subcontracts.....	10
VII. Employee Eligibility Verification.....	11
VIII. Equipment.....	11
IX. Facilities, Payments and Services.....	12
X. Indemnification and Insurance.....	12
XI. Inspections and Audits.....	13
XII. Licenses and Laws.....	14
XIII. Maximum Obligation.....	15
XIV. Nondiscrimination.....	16
XV. Notices.....	17
XVI. Notification of Public Events and Meetings.....	18
XVII. Records Management and Maintenance.....	18
XVIII. Severability.....	20
XIX. Special Provisions.....	20
XX. Status of Contractor.....	21
XXI. Term.....	22
XXII. Termination.....	22
XXIII. Third Party Beneficiary.....	24
XXIV. Waiver of Default or Breach.....	24
Signature Page.....	25
 <u>EXHIBIT A</u>	
I. Assurances.....	1
II. Budget.....	3
III. Payments.....	4
IV. Reports.....	5
V. Services.....	7
VI. Staffing.....	14

REFERENCED CONTRACT PROVISIONS

Term: July 1, 2011 through ~~June 30~~ December 31, 2012

Period One means the period from July 1, 2011 through June 30, 2012

Period Two means the period from July 1, 2012 through December 31, 2012

Maximum Obligation: ~~\$104,500~~

Period One Maximum Obligation:	\$118,798
--------------------------------	-----------

Period Two Maximum Obligation:	52,250
--------------------------------	--------

TOTAL CONTRACT MAXIMUM OBLIGATION:	\$171,048
------------------------------------	-----------

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: The Gay and Lesbian Community Services Center of Orange County
Attention: Executive Director
1605 N. Spurgeon
Santa Ana, California 92701

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 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

1 **I. ALTERATION OF TERMS**

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

7
8 **II. ASSIGNMENT OF DEBTS**

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

16
17 **III. COMPLIANCE**

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

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

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

27 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or
28 establish its own, provided CONTRACTOR's Compliance Program has been approved by
29 ADMINISTRATOR's Compliance Officer as described in subparagraphs A.4., A.5., A.6., and A.7.
30 below.

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

34 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's
35 Compliance Program is accepted. CONTRACTOR shall take necessary action to meet said standards or
36 shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program.

37 //

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

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

10 B. SANCTION SCREENING - CONTRACTOR shall screen all Covered Individuals employed or
11 retained to provide services related to this Agreement to ensure that they are not designated as
12 "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General Services
13 Administration's List of Parties Excluded from Federal Programs and the Health and Human
14 Services/Office of Inspector General List of Excluded Individuals/Entities.

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

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

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

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

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

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

33 5. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal
34 and state funded health care services by contract with COUNTY in the event that they are currently
35 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If
36 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
37 //

1 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
2 business operations related to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

11 **V. COST REPORT**

12
13 A. CONTRACTOR shall submit ~~a separate~~ Cost Report to COUNTY ~~Reports for Period One and~~
14 Period Two, or for a portion thereof, no later than sixty (60) calendar days following the period for
15 which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost
16 Report in accordance with all applicable federal, state and county requirements ~~and~~, generally accepted
17 accounting principles. and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall
18 allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in
19 accordance with such requirements and consistent with prudent business practice, which costs and
20 allocations shall be supported by source documentation maintained by CONTRACTOR, and available at
21 any time to ADMINISTRATOR upon reasonable notice.

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

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

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

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

36 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report
37 within one hundred and eighty (180) calendar days following the termination of this Agreement, and

1 CONTRACTOR has not entered into a subsequent or new agreement for any other services with
2 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement
3 shall be immediately reimbursed to COUNTY.

4 B. The Cost Report prepared for each period shall be the final financial and statistical report
5 submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to
6 CONTRACTOR for that period. CONTRACTOR shall document that costs are reasonable and
7 allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report
8 shall be the final financial record for subsequent audits, if any.

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

18 D. If the Cost Report for each period indicates the actual and reimbursable costs of services
19 provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than the
20 aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference
21 to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with
22 the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty
23 (30) calendar days after submission of the Cost Reports, COUNTY may, in addition to any other
24 remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due
25 COUNTY.

26 E. If the Cost Report for each period indicates the actual and reimbursable costs of services
27 provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than the
28 aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the
29 difference, provided such payment does not exceed the Maximum Obligation of COUNTY for the
30 period.

31 //
32 //
33 //
34 //
35 //
36 //
37 //

1 F. ~~The All~~ Cost ~~Report~~ Reports for each period shall contain the following attestation, which may
2 be typed directly on or attached to the Cost Report:

3
4 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
5 supporting documentation prepared by _____ for the cost report period
6 beginning _____ and ending _____ and that, to the best of my
7 knowledge and belief, costs reimbursed through this Agreement are reasonable and
8 allowable and directly or indirectly related to the services provided and that this Cost
9 Report is a true, correct, and complete statement from the books and records of
10 (provider name) in accordance with applicable instructions, except as noted. I also
11 hereby certify that I have the authority to execute the accompanying Cost Report.

12
13 Signed _____
14 Name _____
15 Title _____
16 Date _____"

17
18 **VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

19 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
20 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
21 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
22 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as
23 they relate to the service or activity under subcontract, and include any provisions that
24 ADMINISTRATOR may require. No subcontract shall terminate or alter the responsibilities of
25 CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights
26 hereunder, either in whole or in part, without the prior written consent of COUNTY.
27 ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for
28 subcontracts not approved in accordance with this paragraph.

29 B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit
30 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty
31 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall
32 be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in
33 derogation of this paragraph shall be void.

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

1 assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this
2 paragraph shall be void.

4 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

15 **VIII. EQUIPMENT**

16 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as
17 moveable property of a relatively permanent nature with significant value. Equipment which costs
18 \$5,000 or over, including sales taxes, freight charges and other taxes are considered Fixed Assets.
19 Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are
20 considered Minor Equipment or Controlled Assets. The cost of Equipment purchased, in whole or in
21 part, with funds paid pursuant to this Agreement shall be depreciated according to generally accepted
22 accounting principles.

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

29 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY
30 the cost of specified items of Equipment purchased by CONTRACTOR. To "expense," in relation to
31 Equipment, means to charge the full cost of Equipment in the fiscal year in which it is purchased. Title
32 of expensed Equipment shall be vested with COUNTY and the Equipment shall be deemed to be
33 "Loaned Equipment" while in the possession of CONTRACTOR.

34 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
35 with funds paid through this Agreement, including date of purchase, purchase price, serial number,
36 model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and
37 //

1 shall include the original purchase date and price, useful life, and balance of depreciated Equipment
2 cost, if any.

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

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

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

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

18 **IX. FACILITIES, PAYMENTS AND SERVICES**

19 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with
20 Exhibit A to this Agreement. COUNTY shall compensate, and authorize, when applicable, said
21 services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at
22 least the minimum number and type of staff which meet applicable federal and state requirements, and
23 which are necessary for the provision of the services hereunder.
24

25 **X. INDEMNIFICATION AND INSURANCE**

26 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
27 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
28 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
29 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
30 including but not limited to personal injury or property damage, arising from or related to the services,
31 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
32 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
33 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
34 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
35 a jury apportionment.
36

37 //

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

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

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

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

10 3. "This insurance shall not be canceled, 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 D. 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 E. All insurance policies required by this contract shall waive all rights of subrogation against the
 16 County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers,
 17 agents and employees when acting within the scope of their appointment or employment.

18 **XI. INSPECTIONS AND AUDITS**

19 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 20 of the State of California, the Secretary of the United States Department of Health and Human Services,
 21 the Comptroller General of the United States, or any other of their authorized representatives, shall to
 22 the extent permissible under applicable law have access to any books, documents, and records, including
 23 but not limited to, medical and client records, of CONTRACTOR that are directly pertinent to this
 24 Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review,
 25 evaluation, or examination, or making transcripts during the periods of retention set forth in the Records
 26 Management and Maintenance paragraph of this Agreement. Such persons may at all reasonable times
 27 inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in
 28 which they are provided.
 29

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

34 C. AUDIT RESPONSE

35 1. Following an audit report, in the event of non-compliance with applicable laws and
 36 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
 37 as provided for in the Termination paragraph or direct CONTRACTOR to immediately implement

1 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
2 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

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

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

17 **XII. LICENSES AND LAWS**

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

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

- 28 1. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS
29 Treatment Modernization Act of 2009.
- 30 2. Federal Single Audit Act of 1984 (31 U.S.C.A. 7501.70).
- 31 3. Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as it may exist
32 now, or be hereafter amended, and if applicable.
- 33 4. The American Recovery & Reinvestment Act (ARRA) of 2009.
- 34 5. The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101 et seq.).
- 35 6. 42 CFR, Public Health.
- 36 7. Public Law 103-227, Pro-Children Act of 1994.
- 37

- 8. State of California Penal Code Section 11164, et seq., Child Abuse and Neglect Reporting.
- 9. State of California Welfare and Institutions Code Section 15600, et seq., Abuse of the Elderly and Dependent Adults.
- 10. 45 CFR Part 76, Drug Free Work Place.
- 11. California Code of Regulations, Title 22.
- 12. U.S. Department of Health and Human Services, Public Health Services, PHS Grant Policy Statement.
- 13. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A-122 and A-133.

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.

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

XIII. MAXIMUM OBLIGATION

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

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

XIV. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

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

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

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

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

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

10 a. In those cases where the client's complaint is filed initially with the Office for Civil
11 Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request
12 COUNTY to conduct the investigation.

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

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

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

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

30 **XV. NOTICES**

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

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

36 2. When faxed, transmission confirmed;

37 3. When sent by Email; or

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

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

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

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

13 **XVI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

17 B. CONTRACTOR shall notify ADMINISTRATOR at least ten (10) business days in advance of
18 any applicable public event or meeting. The notification must include the date, time, duration, location
19 and purpose of public event or meeting. Any promotional materials or event related flyers must be
20 approved by ADMINISTRATOR prior to distribution.
21

22 **XVII. RECORDS MANAGEMENT AND MAINTENANCE**

23 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
24 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
25 accordance with this Agreement and all applicable requirements, which include but are not limited to:
26 Title 45 Code of Federal Regulations (CFR), §164.501; §164.524; §164.526; §164.530(c) and (j).
27

28 B. CONTRACTOR shall implement and maintain administrative, technical and physical
29 safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or
30 unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability
31 Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies and Procedures
32 (P&P) (COUNTY HIPAA P&P 1-2). CONTRACTOR shall mitigate to the extent practicable, the
33 known harmful effect of any use or disclosure of protected health information made in violation of
34 federal or state regulations and/or COUNTY policies.

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

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

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

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

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

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

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

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

18 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
19 or site visit.

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

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

24 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
25 security of Personally Identifiable Information (PII) and/or Protected Health Information (PHI).
26 CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or
27 PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or
28 facsimile.

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

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

36 //

37 //

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

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

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

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

11 O. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request
12 within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that
13 is requested by the PRA request.

14 **XVIII. SEVERABILITY**

15
16 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
17 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
18 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
19 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
20 in full force and effect, and to that extent the provisions of this Agreement are severable.

21 **XIX. SPECIAL PROVISIONS**

22
23 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
24 purposes:

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

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

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

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

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

33 6. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
34 and reports in compliance with this requirement pursuant to Title 31, U.S.C.A, Section 1352
35 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial
36 transactions).

37 7. Supplanting current funding for existing services.

1 8. Fundraising.

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

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

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

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

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

15 14. Paying an individual salary or compensation for services at a rate in excess of the current
16 Level I of the Executive Salary Schedule as published by the Federal Office of Personnel Management
17 (OPM). The OPM Executive Salary Schedule may be found at www.opm.gov.

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

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

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

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

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

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

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

32 **XX. STATUS OF CONTRACTOR**

33
34 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
35 wholly responsible for the manner in which it performs the services required of it by the terms of this
36 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
37 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the

1 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
 2 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
 3 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
 4 subcontractors as they relate to the services to be provided during the course and scope of their
 5 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
 6 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to
 7 be COUNTY employees.

8 9 **XXI. TERM**

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

15 16 **XXII. TERMINATION**

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

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

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

- 25 1. The loss by CONTRACTOR of legal capacity.
- 26 2. Cessation of services.
- 27 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 28 another entity without the prior written consent of COUNTY.
- 29 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
 30 required pursuant to this Agreement.
- 31 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this
 32 Agreement.
- 33 6. The continued incapacity of any physician or licensed person to perform duties required
 34 pursuant to this Agreement.
- 35 7. Unethical conduct or malpractice by any physician or licensed person providing services
 36 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR

37 //

1 removes such physician or licensed person from serving persons treated or assisted pursuant to this
2 Agreement.

3 D. CONTINGENT FUNDING

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

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

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

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

11 E. In the event this Agreement is terminated prior to the completion of the term as specified in the
12 Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion,
13 reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the
14 Agreement.

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

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

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

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

24 4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
25 client's best interests.

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

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

XXIII. THIRD PARTY BENEFICIARY

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

XXIV. WAIVER OF DEFAULT OR BREACH

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

//
//
//
//
//

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

3 THE GAY AND LESBIAN COMMUNITY SERVICES CENTER OF ORANGE COUNTY
4

5
6 BY: _____ DATED: _____

7
8 TITLE: _____
9

10
11 COUNTY OF ORANGE
12

13
14 BY: _____ DATED: _____

15 CHAIR OF THE BOARD OF SUPERVISORS
16

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

27
28 APPROVED AS TO FORM
29 OFFICE OF THE COUNTY COUNSEL
30 ORANGE COUNTY, CALIFORNIA
31

32 BY: _____ DATED: _____

33 DEPUTY
34

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

1 EXHIBIT A
 2 TO AGREEMENT WITH
 3 THE GAY AND LESBIAN COMMUNITY SERVICES CENTER OF ORANGE COUNTY
 4 FOR THE PROVISION OF HIV PREVENTION SERVICES
 5 JULY 1, 2011 THROUGH ~~JUNE 30~~ DECEMBER 31, 2012
 6

7 **I. ASSURANCES**

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

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

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

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

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

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

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

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

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

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

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

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

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

6 //
7 //
8 //
9 //
10 //
11 //
12 //
13 //
14 //
15 //
16 //
17 //
18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

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.

High-Risk MSM

ADMINISTRATIVE COSTS	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	
Salaries	\$ 3,830	\$1,747	\$ 3,494
Benefits	854	411	823
Services and Supplies	2,733	1,249	2,498
SUBTOTAL	\$ 7,417	\$3,407	\$ 6,815

PROGRAM COSTS

Salaries	\$ 30,796	\$14,514	\$29,028
Benefits	7,128	3,441	6,882
Services and Supplies	11,400	4,763	9,525
SUBTOTAL	\$ 49,324	\$22,718	\$45,435

TOTAL COST	\$ 56,741	\$26,125	\$52,250
-------------------	------------------	-----------------	----------------------------

High-Risk Latino MSM

ADMINISTRATIVE COSTS			
Salaries	\$ 3,764	\$ 1,747	\$ 3,494
Benefits	875	411	823
Services and Supplies	2,597	1,249	2,498
SUBTOTAL	\$ 7,236	\$ 3,407	\$ 6,815

PROGRAM COSTS

Salaries	\$ 30,992	\$14,514	\$ 29,028
Benefits	7,229	3,441	6,882
Services and Supplies	16,600	4,763	9,525
SUBTOTAL	\$ 54,821	\$22,718	\$ 45,435

TOTAL COST	\$ 62,057	\$26,125	\$ 52,250
-------------------	------------------	-----------------	-----------------------------

TOTAL CONTRACT COSTS	\$118,798	\$52,250	\$104,500
-----------------------------	------------------	-----------------	-----------------------------

//

//

1 B. CONTRACTOR shall provide a written narrative justifying each budget line item and for any
2 budget revisions thereafter. The narrative budget justification shall include all pertinent information as
3 required by ADMINISTRATOR.

4 C. CONTRACTOR's cumulative total costs shall be evaluated monthly and compared to the target
5 cumulative total costs. If CONTRACTOR's cumulative total costs deviate ten percent (10%) either
6 above or below the target, ADMINISTRATOR may request a written justification and a corrective
7 action plan or request a budget revision. In the event CONTRACTOR's costs are ten percent (10%) or
8 more below the target and CONTRACTOR's plan is not acceptable to ADMINISTRATOR, or
9 CONTRACTOR fails to submit a plan within the time period specified by ADMINISTRATOR,
10 ADMINISTRATOR may reduce the Maximum Obligation as set forth in the Referenced Contract
11 Provisions of this Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of such
12 reduction.

13 D. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION – This
14 Agreement includes federal funds paid to CONTRACTOR. The CFDA number and associated
15 information for federal funds paid through this Agreement are specified below:

16
17 CFDA Year: 2011
18 CFDA No.: 93.940
19 Program Title: HIV Prevention Program (indirect)
20 Federal Agency: Centers for Disease Control and Prevention
21 Award Name: HIV Prevention Program (indirect)
22 Amount: \$171,048 ~~\$104,500~~ (estimated)
23

24 **III. PAYMENTS**

25 A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the actual costs of providing the
26 services described hereunder, less revenues which are actually received by CONTRACTOR provided,
27 however, the total of such payments does not exceed COUNTY's Maximum Obligation, as set forth in
28 the Referenced Contract Provisions of this Agreement or the Maximum Obligation adjusted in
29 accordance with subparagraph II.C. of this Exhibit A to the Agreement, and provided further,
30 CONTRACTOR's costs are reimbursable pursuant to county, state and/or federal regulations.
31 ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the
32 interim payment amount specified above has not been fully paid.

33 1. ADMINISTRATOR shall use the Expenditure and Revenue Report specified in
34 subparagraph B of the Reports paragraph of this Agreement to determine payment to CONTRACTOR.

35 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
36 monthly interim payments exceed the actual cost of providing services, ADMINISTRATOR may reduce
37 COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-

1 date interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by
2 CONTRACTOR.

3 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
4 interim payment amounts are less than the actual cost of providing services, ADMINISTRATOR may
5 authorize a supplemental payment to CONTRACTOR by an amount not to exceed the difference
6 between the year-to-date interim payment amount to CONTRACTOR and the year-to-date actual cost
7 incurred by CONTRACTOR.

8 B. All payments are interim payments only and are subject to final settlement in accordance with
9 the Cost Report paragraph of this Agreement.

10 C. CONTRACTOR's billing shall be on a form approved or supplied by COUNTY and provide
11 such information as is required by ADMINISTRATOR. Billings are due the twentieth (20th) calendar
12 day of each month and payments to CONTRACTOR should be released by COUNTY no later than
13 twenty-one (21) calendar days after receipt of the correctly completed billing form.

14 D. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source
15 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
16 canceled checks, receipts, receiving records and records of services provided. ADMINISTRATOR may
17 require CONTRACTOR to submit documentation in support of the monthly billings.

18 E. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay all or a
19 part of any payment if CONTRACTOR fails to comply with any provision of the Agreement.

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

23 24 **IV. REPORTS**

25 A. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR, financial
26 and/or programmatic reports as requested by ADMINISTRATOR concerning CONTRACTOR's
27 activities as they relate to this Agreement. ADMINISTRATOR will be specific as to the nature of the
28 information requested and allow thirty (30) calendar days for CONTRACTOR to respond.

29 **B. FISCAL**

30 1. CONTRACTOR shall electronically submit a monthly Expenditure and Revenue Report to
31 ADMINISTRATOR and designated COUNTY staff, in support of the monthly invoice. These reports
32 shall be on a form acceptable to, or provided by ADMINISTRATOR, and shall report units of service
33 provided and actual costs and revenues for each of CONTRACTOR's program(s) or cost center(s)
34 described in the Service paragraph of this Exhibit A to the Agreement. The report shall be received by
35 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being
36 reported.

37 //

1 2. CONTRACTOR shall submit quarterly, year-end projection reports to ADMINISTRATOR.
 2 These reports shall be on a form approved or provided by ADMINISTRATOR and shall include, but not
 3 be limited to, anticipated year-end actual costs and revenue for CONTRACTOR's program(s) or cost
 4 center(s) described in the Services paragraph of this Exhibit A to the Agreement. Said projection reports
 5 shall be submitted by October 20, 2011, January 20, 2012, April 20, 2012, July 20, 2012 and
 6 September 20, 2012 unless otherwise agreed to in writing by ADMINISTRATOR.

7 C. PROGRAMMATIC

8 1. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR,
 9 semi-annual narrative reports of services provided. The reports shall be received by the
 10 ADMINISTRATOR on January 20, 2012, July 20, 2012 and January 21, 2013.

11 2. CONTRACTOR shall submit monthly outcome reports to ADMINISTRATOR. These
 12 reports shall be on a form acceptable to, or provided by ADMINISTRATOR, and shall include outcome
 13 data specific to each intervention. The report shall be received by ADMINISTRATOR no later than
 14 twenty (20) calendar days following the end of the month being reported.

15 D. STAFFING – CONTRACTOR shall submit monthly staffing reports to ADMINISTRATOR.
 16 These reports shall be on a form acceptable to, or provided by ADMINISTRATOR, and shall include,
 17 but not be limited to, employees' names, positions, and actual hours worked, and when and which staff
 18 have taken Compliance Training in accordance with the Compliance paragraph of this Agreement. The
 19 report shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the
 20 end of the month being reported.

21 E. DATA REPORTING – CONTRACTOR shall fully comply with ADMINISTRATOR
 22 requirements for data reporting for Prevention funded services. For purposes of this Agreement, data
 23 reporting shall be defined as collecting data on approved forms for all interventions and entering data
 24 into the COUNTY's designated data system inclusive of Local Evaluation Online (LEO) by the fifteenth
 25 (15th) calendar day of each month, for the prior month.

26 F. QUALITY MANAGEMENT (QM)

27 1. CONTRACTOR shall submit a QM Plan in a form approved or provided by
 28 ADMINISTRATOR by July 20, 2011. Upon written approval of the QM Plan by ADMINISTRATOR,
 29 CONTRACTOR shall implement the QM Plan, which will be monitored on an ongoing basis.

30 2. CONTRACTOR shall submit a QM Report with appropriate signature(s) to
 31 ADMINISTRATOR by July 20, 2012 and January 21, 2013. The QM Report shall be submitted in a
 32 format provided or approved by ADMINISTRATOR. The QM Report shall include but not be limited
 33 to:

- 34 a. Summary of QM activities,
- 35 b. Summary of findings, and
- 36 c. Summary of how findings will be addressed.

37 G. CONTRACTOR shall submit a calendar of events to ADMINISTRATOR by July 30, 2011.

V. SERVICES

A. HIGH-RISK MSM - CONTRACTOR shall provide HIV prevention services to eligible individuals, with emphasis on high-risk Men Who Have Sex With Men (MSM) who engage in, or are likely to engage in, unprotected sex, for the purposes of increasing their understanding and awareness about HIV transmission and risk reduction. Behavioral risk groups are selected based upon epidemiological data, and are identified in the 2007-2010 Orange County HIV Prevention Plan developed by the Orange County HIV Prevention Planning Committee as required and approved by the State of California, Office of AIDS. CONTRACTOR shall prepare and adhere to a timeline for key activities for the services specified below.

1. Targeted Prevention Activities (TPA) – Targeted Prevention Activities are designed to be more intensive encounters lasting a minimum of ten (10) minutes. The primary purpose is to encourage high-risk individuals to get tested and learn their HIV status, and to conduct brief risk assessments.

a. CONTRACTOR shall conduct community targeted prevention activities at areas where MSM gather (e.g., gay bars, gay organizations, bookstores, beaches, festivals, and internet websites) and shall distribute at all community targeted activity events, risk reduction materials, prevention literature, and referrals to HIV services.

b. By June 30, 2012, CONTRACTOR shall conduct twenty-three (23) ~~(20)~~ targeted prevention activities to a minimum of one hundred twenty (120) ~~(100)~~ HIV-negative MSM, eighteen (18) years of age or older. CONTRACTOR shall offer a safer sex kit to everyone encountered. By December 31, 2012, CONTRACTOR shall conduct ten (10) targeted prevention activities to a minimum of fifty (50) HIV-negative MSM, eighteen (18) years of age or older. CONTRACTOR shall offer a safer sex kit to everyone encountered.

c. CONTRACTOR's documentation for TPA shall include, but not be limited to, the number of safer sex kits distributed, encounter logs, field notes documenting conversations with individuals, and number of referrals to testing and other HIV services as a result of encounters.

d. CONTRACTOR shall report the following outcomes:

- 1) Number of safer sex kits distributed.
- 2) Number and percent of individuals with an encounter lasting longer than ten (10) minutes.
- 3) Number and percent of individuals referred to HIV testing.
- 4) Number and percent of individuals who received an HIV test.

2. Group-Level Intervention (GLI) for Peer Educators – Group-level interventions are designed for individuals to have sufficient time to learn, discuss and practice risk reduction skills.

a. CONTRACTOR shall train individuals to become peer educators to assist in facilitating targeted prevention activities. CONTRACTOR shall observe and evaluate all peer educators, while peer educators are conducting an intervention.

1 b. By October 1, 2011, CONTRACTOR shall conduct a training session, at least five (5)
2 hours in length to a minimum of five (5) peer educators.

3 c. CONTRACTOR shall observe and evaluate each peer educator two (2) times and shall
4 document the observations and evaluations.

5 d. CONTRACTOR's documentation for group-level intervention shall include, but not be
6 limited to, outline for peer educator trainings, log of peer educator participation, and post-tests.

7 e. CONTRACTOR shall report the following outcomes:

8 1) Number and percent of peer educators trained.

9 2) Number and percent of peer educators who complete a pre and post test.

10 3) Number and percent of peer educators with improved post-test scores as compared
11 to pre-test.

12 4) Number and percent of peer educators who assisted in conducting TPA activities.

13 3. Health Communication Public Information (HCPI)

14 a. By June 30, 2012, CONTRACTOR shall facilitate ~~sixty (60)~~ ~~forty (40)~~ discussion
15 groups to a total of ~~ninety-five (95)~~ ~~sixty (60)~~ unduplicated individuals. Discussion groups shall cover
16 issues specific to adopting and reinforcing positive behavior change, and target high-risk MSM. By
17 December 31, 2012, CONTRACTOR shall facilitate twenty (20) discussion groups to a total of thirty
18 (30) unduplicated individuals. Discussion groups shall cover issues specific to adopting and reinforcing
19 positive behavior change, and target high-risk MSM.

20 b. CONTRACTOR's documentation for discussion groups shall include sign-in sheets and
21 quarterly feedback forms.

22 c. CONTRACTOR shall report the following outcomes:

23 1) Number and percent of individuals who complete feedback forms.

24 2) Number and percent of individuals who report risk reduction on the feedback
25 forms.

26 3) Number and percent of individuals referred to HIV testing.

27 4) Number and percent of individuals who received an HIV test.

28 4. Group Level Intervention (GLI) – Workshops

29 a. By June 30, 2012, CONTRACTOR shall facilitate ~~six (6)~~ ~~four (4)~~ HIV Prevention
30 workshops to a total of ~~sixty (60)~~ ~~forty (40)~~ unduplicated individuals. Workshops shall include
31 curriculum, sign-in sheets, and pre and post tests. By December 31, 2012, CONTRACTOR shall
32 facilitate two (2) HIV Prevention workshops to a total of twenty (20) unduplicated individuals.
33 Workshops shall include curriculum, sign-in sheets, and pre and post tests.

34 b. CONTRACTOR shall report the following outcomes:

35 1) Number and percent of individuals who complete a pre and post-test.

36 2) Number and percent of individuals with improved post-test scores as compared to
37 pre-test.

1 3) Number and percent of individuals referred to HIV testing.

2 4) Number and percent of individuals who received an HIV test.

3 5. Individual-Level Intervention (ILI) – Individual-level intervention include a minimum of
4 three (3) risk reduction counseling sessions designed to assist the client in identifying risk behaviors,
5 developing a risk reduction plan and implementing risk reduction goals. ILI shall facilitate linkages to
6 services in both clinic and community settings (e.g. substance abuse treatment setting) in support of
7 behaviors and practices that prevent transmission of HIV.

8 a. By June 30, 2012, CONTRACTOR shall conduct a minimum of forty-five (45) risk
9 reduction counseling sessions to a minimum of fifteen (15) unduplicated individuals, and shall make
10 referrals when appropriate. By December 31, 2012, CONTRACTOR shall conduct a minimum of
11 eighteen (18) risk reduction counseling sessions to a minimum of six (6) unduplicated individuals, and
12 shall make referrals when appropriate.

13 b. CONTRACTOR shall document risk reduction counseling sessions, and shall address
14 progress or barriers to progress. CONTRACTOR's documentation shall include, but not be limited to,
15 basic demographics, risky behaviors, competency in utilizing the items in the safer sex kits, client's
16 stage of behavior change, and referrals offered.

17 c. CONTRACTOR shall report the following outcomes:

18 1) Number and percent of individuals who complete a risk reduction plan at the end of
19 the first session.

20 2) Number and percent of individuals who report maintaining the target behavior
21 change a month following the last session.

22 3) Number and percent of individuals referred to HIV testing.

23 4) Number and percent of individuals who received an HIV test.

24 B. HIGH-RISK LATINO MSM – CONTRACTOR shall provide HIV prevention services to
25 eligible individuals, with emphasis on MSM Latinos and the transgender population, who engage in, or
26 are likely to engage in, unprotected sex, for the purposes of increasing their understanding and
27 awareness about HIV transmission and risk reduction. Behavioral risk groups are selected based upon
28 epidemiological data, and are identified in the 2007-2010 Orange County HIV Prevention Plan
29 developed by the Orange County HIV Planning Committee as required and approved by the State of
30 California, Office of AIDS. CONTRACTOR shall prepare and adhere to a timeline for key activities for
31 the services specified below.

32 1. Targeted Prevention Activities – Targeted Prevention Activities are designed to be more
33 intensive encounters lasting a minimum of ten (10) minutes. The primary purpose is to encourage high-
34 risk individuals to get tested and learn their HIV status, and to conduct brief risk assessments.

35 a. CONTRACTOR shall conduct community targeted prevention activities at areas where
36 Latino MSM and transgender individuals gather (e.g., gay bars, gay organizations, bookstores, beaches,
37 //

1 festivals, and internet websites) and shall distribute at all community targeted activity events, risk
2 reduction materials, prevention literature, and referrals to HIV services.

3 b. By June 30, 2012, CONTRACTOR shall conduct twenty-eight (28) ~~(20)~~ targeted
4 prevention activities to a minimum of one hundred ~~forty (140)~~ ~~(100)~~ high-risk HIV-negative Latino
5 MSM and transgender individuals, eighteen (18) years of age or older. CONTRACTOR shall offer a
6 safer sex kit to everyone encountered. By December 31, 2012, CONTRACTOR shall conduct ten (10)
7 targeted prevention activities to a minimum of fifty (50) high-risk HIV-negative Latino MSM and
8 transgender individuals, eighteen (18) years of age or older. CONTRACTOR shall offer a safer sex kit
9 to everyone encountered.

10 c. CONTRACTOR's documentation for TPA shall include, but not be limited to, the
11 number of safer sex kits distributed, encounter logs, field notes documenting conversations with
12 individuals (TPA forms), and number of referrals to testing and other HIV services as a result of
13 encounter.

14 d. CONTRACTOR shall report the following outcomes:

- 15 1) Number of safer sex kits distributed.
- 16 2) Number and percent of individuals with an encounter lasting longer than ten (10)
17 minutes.
- 18 3) Number and percent of individuals referred to HIV testing.
- 19 4) Number and percent of individuals who received an HIV test.

20 2. Group-Level Intervention (GLI) for Peer Educators - Group-level interventions are designed
21 for individuals to have sufficient time to learn, discuss and practice risk reduction skills.

22 a. CONTRACTOR shall train individuals to become peer educators to assist in facilitating
23 targeted prevention activities. CONTRACTOR shall observe and evaluate all peer educators, while peer
24 educators are conducting an intervention.

25 b. By October 1, 2011, CONTRACTOR shall conduct a training session, at least five (5)
26 hours in length to a minimum of five (5) peer educators.

27 c. CONTRACTOR shall observe and evaluate each peer educator two (2) times and shall
28 document the observations and evaluations.

29 d. CONTRACTOR's documentation for group-level intervention shall include, but not be
30 limited to, outline for peer educator trainings, log of peer educator participation, and post-tests.

31 e. CONTRACTOR shall report the following outcomes:

- 32 1) Number and percent of peer educators trained.
- 33 2) Number and percent of peer educators who complete a pre and post test.
- 34 3) Number and percent of peer educators with improved post-test scores as compared
35 to pre-test.

36 //

37 //

1 3. Health Communication Public Information (HCPI)

2 a. By June 30, 2012, CONTRACTOR shall facilitate forty (40) discussion groups to a
3 total of sixty (60) unduplicated individuals. By December 31, 2012, CONTRACTOR shall facilitate
4 twenty (20) discussion groups to a total of thirty (30) unduplicated individuals. Discussion groups shall
5 cover issues specific to adopting and reinforcing positive behavior change, and target high-risk Latino
6 MSM.

7 b. CONTRACTOR's documentation for discussion groups shall include sign-in sheets and
8 quarterly feedback forms.

9 c. CONTRACTOR shall report the following outcomes:

10 1) Number and percent of individuals who complete feedback forms.

11 2) Number and percent of individuals who report risk reduction on the feedback
12 forms.

13 3) Number and percent of individuals referred to HIV testing.

14 4) Number and percent of individuals who received an HIV test.

15 4. Group Level Intervention (GLI) – Workshops

16 a. By June 30, 2012, CONTRACTOR shall facilitate four (4) HIV Prevention workshops
17 to a total of forty (40) unduplicated individuals. By December 31, 2012, CONTRACTOR shall facilitate
18 two (2) HIV Prevention workshops to a total of twenty (20) unduplicated individuals. Workshops shall
19 include curriculum, sign-in sheets, and pre and post tests.

20 b. CONTRACTOR shall report the following outcomes:

21 1) Number and percent of individuals who complete a pre and post-test.

22 2) Number and percent of individuals with improved post-test scores as compared to
23 pre-test.

24 3) Number and percent of individuals referred to HIV testing.

25 4) Number and percent of individuals who received an HIV test.

26 5. Group Level Intervention (GLI)-Hermosa Training

27 a. By October 1, 2011, CONTRACTOR shall conduct a three-part training to a minimum
28 of eight (8) high-risk Latino MSM volunteers. The three-part training will consist of a HIV/STD 101
29 workshop, a session to develop a HIV educational message, and session to finalize the presentation.

30 b. CONTRACTOR's documentation shall include, but not be limited to, attendance sheets
31 and messages developed.

32 c. CONTRACTOR shall report the following outcomes:

33 1) Number and percent of volunteers trained.

34 2) Number and percent of volunteers who developed an educational message.

35 3) Number and percent of volunteers who participate in Hermosa pageant.

36 //

37 //

1 6. Health Communication Public Information (HCPI)-Hermosa Community Event

2 a. By June 30, 2012, CONTRACTOR shall facilitate a large community event to include
3 at least six hundred (600) ~~400~~ unduplicated clients. Event shall cover issues specific to adopting and
4 reinforcing positive behavior change, and target high-risk Latino MSM.

5 b. CONTRACTOR's documentation for the event shall include sign-in sheets.

6 c. CONTRACTOR shall report the following outcomes:

7 1) Number of attendees.

8 2) Number and percent of attendees who complete an evaluation of the event.

9 3) Number and percent of attendees who indicate on the evaluation increase in
10 knowledge based on the event.

11 7. Individual-Level Intervention (ILI) - Individual-level interventions include a minimum of
12 three (3) risk reduction counseling sessions designed to assist the client in identifying risk behaviors,
13 developing a risk reduction plan and implementing risk reduction goals. ILI shall facilitate linkages to
14 services in both clinic and community settings (e.g. substance abuse treatment setting) in support of
15 behaviors and practices that prevent transmission of HIV.

16 a. By June 30, 2012, CONTRACTOR shall conduct a minimum of forty-five (45) risk
17 reduction counseling sessions to a minimum of fifteen (15) unduplicated individuals, and shall make
18 referrals when appropriate. By December 31, 2012, CONTRACTOR shall conduct a minimum of
19 eighteen (18) risk reduction counseling sessions to a minimum of six (6) unduplicated individuals, and
20 shall make referrals when appropriate.

21 b. CONTRACTOR shall document risk reduction counseling sessions and shall address
22 progress or barriers to progress. CONTRACTOR's documentation shall include, but not be limited to,
23 basic demographics, risky behaviors, competency in utilizing the items in the safer sex kits, client's
24 stage of behavior change, and referrals offered.

25 c. CONTRACTOR shall report the following outcomes:

26 1) Number and percent of individuals who complete a risk reduction plan at the end of
27 the first session.

28 2) Number and percent of individuals who report maintaining the target behavior
29 change a month following the last session.

30 3) Number and percent of individuals referred to HIV testing.

31 4) Number and percent of individuals who received an HIV test.

32 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend the units of
33 service, timeline, and outcome measures contained in subparagraphs V.A. and V.B. above.

34 D. CONTRACTOR shall develop tools to evaluate services and shall evaluate services provided
35 pursuant to this Agreement. Evaluation tools must be approved by ADMINISTRATOR prior to
36 implementation. CONTRACTOR shall maintain on-going data collection and analysis of results.

37 //

1 E. It is understood by the parties that CONTRACTOR shall enter into cooperative agreements with
2 other Orange County HIV prevention service providers, and establish partnerships with community
3 programs, including but not limited to drug and alcohol prevention and treatment programs, and mental
4 health providers to provide a comprehensive approach to HIV prevention. All cooperative agreements
5 must be submitted to ADMINISTRATOR for review and approval.

6 F. CONTRACTOR shall provide information on Partner Services (PS), formerly Partner
7 Counseling Referral Services; conduct PS counseling; and refer, when appropriate, to
8 ADMINISTRATOR for third party notification services.

9 G. CONTRACTOR shall complete California Department of Public Health (CDPH) database
10 set-up and obtain approval by ADMINISTRATOR on or before August 31, 2011.

11 H. Any literature, including educational and promotional materials, developed and distributed by
12 CONTRACTOR for purposes directly related to this Agreement, shall be approved by
13 ADMINISTRATOR's Prevention Materials Review Panel (PMRP) and Office of HIV Planning and
14 Coordination prior to dissemination and shall indicate that CONTRACTOR's services are supported by
15 federal, state, and county funds, as appropriate.

16 I. CONTRACTOR shall participate on Prevention Materials Review Panel established by
17 ADMINISTRATOR.

18 J. All Group-Level Interventions (GLI) (i.e., rap group, workshop or volunteer training) shall
19 include a curriculum or outline of HIV and related topics to be presented, and evaluations.
20 GLI materials require PMRP approval prior to implementation of the GLI.

21 K. CONTRACTOR shall participate on the Orange County HIV Prevention Planning Committee
22 established by ADMINISTRATOR and shall adhere to the standards set forth by the HIV Prevention
23 Planning Committee.

24 L. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
25 with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of
26 this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to
27 promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution,
28 or religious belief.

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

35 //

36 //

37 //

VI. STAFFING

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

	High-Risk MSM	High-Risk Latino MSM	TOTAL
ADMINISTRATIVE STAFF			
Accountant	<u>0.05</u>	<u>0.05</u>	<u>0.10</u>
SUBTOTAL FTEs	0.05	0.05	0.10
PROGRAM STAFF			
Executive Director	0.08	0.08	0.16
Program Coordinator	0.50	0.50	1.00
Volunteer Coordinator/ Community Liaison	<u>0.05</u>	<u>0.05</u>	<u>0.10</u>
SUBTOTAL FTEs	0.63	0.63	1.26
TOTAL FTEs	0.68	0.68	1.36

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

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend subparagraph VI. A., above.

D. CONTRACTOR shall maintain a time allocation system that will document the amounts charged to grant-supported projects for personnel services to ensure that staff are providing services under this Agreement based on the FTEs noted above. CONTRACTOR shall submit a monthly time and effort report, in a format approved or provided by ADMINISTRATOR, representing actual work performed by the employee during the covered period.

E. CONTRACTOR may augment the above paid staff with volunteers. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.

F. CONTRACTOR shall ensure that its employees, interns and volunteers facilitating Targeted Prevention Activities, and Partner Services complete the appropriate trainings prior to service delivery. In addition, CONTRACTOR shall ensure that appropriate staff is trained in using Local Evaluation Online (LEO). CONTRACTOR must submit to ADMINISTRATOR documents verifying completion of all required training.

//

//