

AGREEMENT FOR PROVISION OF
HIV PREVENTION SERVICES
BETWEEN
COUNTY OF ORANGE
AND

AIDS SERVICES FOUNDATION ORANGE COUNTY
~~JANUARY~~ JULY 1, 2013 ~~2014~~ THROUGH ~~JUNE 30, 2014~~ DECEMBER 31, 2016

THIS AGREEMENT entered into this 1st day of ~~January 2013~~ July 2014, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and AIDS SERVICES FOUNDATION 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:

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REFERENCED CONTRACT PROVISIONS

Term: ~~January~~ July 1, 2013 ~~2014~~ through ~~June 30, 2014~~ December 31, 2016

Period One means the period from ~~January~~ July 1, 2013 ~~2014~~ through ~~June 30, 2013~~ December 31, 2015

Period Two means the period from ~~July~~ January 1, 2013 ~~2016~~ through ~~June 30, 2014~~ December 31, 2016

Maximum Obligation:

Period One Maximum Obligation:	\$144,016 <u>382,926</u>
Period Two Maximum Obligation:	<u>244,285</u>
TOTAL MAXIMUM OBLIGATION:	\$388,301 <u>627,211</u>

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: AIDS Services Foundation Orange County
 Attention: Executive Director
 17982 Sky Park Circle, Suite J
 Irvine, California 92614
 Email address: ~~PYAEGER@ocasf.org~~ PYAEGER@ocasf.org

CONTRACTOR's Insurance Coverages:

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

<u>1</u>	Employer's Liability Insurance	\$1,000,000 per occurrence
<u>2</u>		
<u>3</u>	Professional Liability Insurance	\$1,000,000 per claims made or
<u>4</u>		per occurrence
<u>5</u>	Sexual Misconduct	\$1,000,000 per occurrence
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I. ACRONYMS

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

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5	A.	<u>AIDS</u>	<u>Acquired Immune Deficiency Syndrome</u>
6	B.	<u>ARRA</u>	<u>American Recovery and Reinvestment Act</u>
7	C.	B. <u>ASRS</u>	<u>Alcohol and Drug Programs Reporting System</u>
8	D.	C. <u>CCC</u>	<u>California Civil Code</u>
9	E.	D. <u>CCR</u>	<u>California Code of Regulations</u>
10	F.	<u>CDC</u>	<u>Centers for Disease Control and Prevention</u>
11	G.	<u>CDPH/OA</u>	<u>California Department of Public Health, Office of AIDS</u>
12	H.	<u>CEO</u>	<u>County Executive Office</u>
13	I.	E. <u>CFR</u>	<u>Code of Federal Regulations</u>
14	J.	F. <u>CHPP</u>	<u>COUNTY HIPAA Policies and Procedures</u>
15	K.	G. <u>CHS</u>	<u>Correctional Health Services</u>
16	L.	<u>CLEAR</u>	<u>Choosing Life: Empowerment, Actions, Results</u>
17	M.	<u>COI</u>	<u>Certificate of Insurance</u>
18	N.	H. <u>D/MC</u>	<u>Drug/Medi-Cal</u>
19	O.	I. <u>DHCS</u>	<u>Department of Health Care Services</u>
20	P.	J. <u>DPFS</u>	<u>Drug Program Fiscal Systems</u>
21	Q.	K. <u>DRS</u>	<u>Designated Record Set</u>
22	R.	<u>ELISA</u>	<u>Enzyme-linked Immunoassay</u>
23	S.	<u>ePHI</u>	<u>Electronic Protected Health Information</u>
24	T.	<u>FTE</u>	<u>Full Time Equivalent</u>
25	U.	<u>GAAP</u>	<u>Generally Accepted Accounting Principles</u>
26	V.	L. <u>HCA</u>	<u>Health Care Agency</u>
27	W.	M. <u>HHS</u>	<u>Health and Human Services</u>
28	X.	N. <u>HIPAA</u>	<u>Health Insurance Portability and Accountability Act of 1996,</u>
29		<u>Public</u>	<u>Law 104-191</u>
30	Y.	<u>HIV</u>	<u>Human Immunodeficiency Virus</u>
31	Z.	O. <u>HSC</u>	<u>California Health and Safety Code</u>
32	AA.	<u>ISO</u>	<u>Insurance Services Office</u>
33	AB.	<u>LEO</u>	<u>Local Evaluation Online</u>
34	AC.	P. <u>MHP</u>	<u>Mental Health Plan</u>
35	AD.	<u>MSM</u>	<u>Men Who Have Sex With Men</u>
36	AE.	Q. <u>OCJS</u>	<u>Orange County Jail System</u>
37	AF.	R. <u>OCPD</u>	<u>Orange County Probation Department</u>

1	AG.	S.	OCR		Office for Civil Rights
2	AH.	T.	OCSD		Orange County Sheriff's Department
3	AI.	U.	OIG		Office of Inspector General
4	AJ.	V.	OMB		Office of Management and Budget
5	AK.	W.	OPM		Federal Office of Personnel Management
6	AL.		PA DSS	X.	PADSS Payment Application Data Security Standard
7	AM.	Y.	PC		State of California Penal Code
8	AN.	Z.	PCI DSS		Payment Card Industry Data Security Standard
9	AA.		AO PFR		Personal Feedback Report
10	AP.		PHI		Protected Health Information
11	AB.		AQ. PII		Personally Identifiable Information
12	AR.		PMRP		Prevention Materials Review Panel
13	AS.	AC.	PRA		Public Record Act
14	AT.		PS		Partner Services
15	AU.		SIR		Self-Insured Retention
16	AV.		SMART		Specific, Measurable, Achievable, Relevant, Time Based.
17	AW.		The HITECH Act		The Health Information Technology for Economic and Clinical Health
18					Act, Public Law 111-005
19	AX.	AD.	USC		United States Code
20	AE.		AY. WIC		State of California Welfare and Institutions Code

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II. ALTERATION OF TERMS

25 A. This Agreement, together with Exhibit A attached hereto and incorporated herein ~~by reference,~~
 26 fully expresses ~~all~~ the complete understanding of COUNTY and CONTRACTOR with respect to the
 27 subject matter of this Agreement, ~~and shall constitute the total Agreement between the parties for these~~
 28 ~~purposes. No~~.

29 B. Unless otherwise expressly stated in this Agreement, ~~no~~ addition to, or alteration of, the terms
 30 of this Agreement ~~or any Exhibits,~~ whether written or verbal, made by the parties, their officers,
 31 employees or agents shall be valid unless made in ~~writing and~~ the form of a written amendment to this
 32 Agreement, which has been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

35 Unless this Agreement is followed without interruption by another Agreement between the parties
 36 hereto for the same services and substantially the same scope, at the termination of this Agreement,
 37 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of

persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

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

1. ADMINISTRATOR shall ensure that provide CONTRACTOR is made aware with a copy of the relevant HCA policies and procedures relating to ADMINISTRATOR's HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.

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

~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own, provided CONTRACTOR's Compliance Program has~~ 2.

CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in subparagraphs A.4., A.5., A.6., and A.7. below.

3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's Compliance Program and Code of Conduct.

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

~~5.~~ ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's CONTRACTOR Compliance Program and Code of Conduct contains all required elements.— CONTRACTOR shall take necessary action to meet said standards or shall be asked to

1 acknowledge and agree to the ~~ADMINISTRATOR's~~ HCA's Compliance Program and Code of Conduct
 2 if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all required
 3 elements.

4 65. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
 5 ~~CONTRACTOR's~~ CONTRACTOR Compliance Program and Code of Conduct contains all required
 6 elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made
 7 aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

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

12 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and
 13 procedures and screen all Covered Individuals employed or retained to provide services related to this
 14 Agreement to ensure that they are not designated as Ineligible Persons, as defined hereunder, pursuant to
 15 this Agreement. Screening shall be conducted against the General Services Administration's List of
 16 Parties Excluded from Federal Programs Parties List System or System for Award Management, the
 17 Health and Human Services/OIG Office of Inspector General List of Excluded Individuals/Entities, and
 18 the California Medi-Cal Cal Suspended and Ineligible Provider List and/or any other as identified by
 19 the ADMINISTRATOR.

20 1. Covered Individuals includes all contractors, subcontractors, agents, and other
 21 persons who provide health care items or services or who perform billing or coding functions on behalf
 22 of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
 23 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
 24 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
 25 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
 26 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
 27 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
 28 procedures.

29 2. An Ineligible Person shall be any individual or entity who:

30 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
 31 federal and state health care programs; or

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

35 23. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
 36 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
 37 Agreement.

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

7 45. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
8 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
9 CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered
10 Individual providing services directly relative to this Agreement becomes debarred, excluded or
11 otherwise becomes an Ineligible Person.

12 #
13 ~~5~~ 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from
14 providing federal and state funded health care services by contract with COUNTY in the event that they
15 are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing
16 agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
17 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
18 business operations related to this Agreement.

19 67. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
20 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
21 Such individual or entity shall be immediately removed from participating in any activity associated
22 with this Agreement. ADMINISTRATOR will determine appropriate repayment ~~from~~, or sanction(s) to
23 CONTRACTOR for services provided by ineligible person or individual.

24 ~~7~~. CONTRACTOR shall promptly return any overpayments within ~~in~~ forty-five (45) ~~business~~
25 days after the overpayment is verified by the ADMINISTRATOR.

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

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

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

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

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

37 ~~D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence~~

~~by ADMINISTRATOR's employees and contract providers:~~

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

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

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

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

~~#~~

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

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

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

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

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

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

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

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

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

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

V. CONFIDENTIALITY

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

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

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

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

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

VI. COST REPORT

A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement.

CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and county COUNTY requirements, ~~generally accepted accounting principles~~ GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon

1 reasonable notice.

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

5 //
6 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
7 business day after the above specified due date that the accurate and complete Cost Report is not
8 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
9 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
10 CONTRACTOR.

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

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

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

22 B. The individual and/or consolidated Cost Report prepared for each period shall be the final
23 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
24 for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are
25 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The
26 Cost Report shall be the final financial record for subsequent audits, if any.

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

37 D. If the Cost Report ~~for each period~~ indicates the actual and reimbursable costs of services

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

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

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

15
16 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
17 supporting documentation prepared by _____ for the cost report period
18 beginning _____ and ending _____ and that, to the best of my
19 knowledge and belief, costs reimbursed through this Agreement are reasonable and
20 allowable and directly or indirectly related to the services provided and that this Cost
21 Report is a true, correct, and complete statement from the books and records of
22 (provider name) in accordance with applicable instructions, except as noted. I also
23 hereby certify that I have the authority to execute the accompanying Cost Report.

24
25 Signed _____
26 Name _____
27 Title _____
28 Date _____"

29 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

30 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
31 prior written consent of COUNTY; ~~provided, however, obligations undertaken by~~ CONTRACTOR
32 ~~pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are~~
33 ~~approved in advance, in writing by~~ shall provide written notification of CONTRACTOR's intent to
34 ~~delegate the obligations hereunder, either in whole or part, to~~ ADMINISTRATOR, ~~meet the~~
35 ~~requirements of this Agreement as they relate to the service or activity under subcontract, and include~~
36 ~~any provisions that ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a~~
37 ~~subcontract upon five (5)~~ not less than sixty (60) calendar days ~~written notice to CONTRACTOR if~~

~~subcontract fails to meet the requirements of this Agreement~~ prior to the effective date of the delegation.
Any attempted assignment or ~~any provisions that ADMINISTRATOR has required. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with~~ delegation in derogation of this paragraph shall be void.

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. ~~For CONTRACTORS which are~~

1. If CONTRACTOR is a nonprofit ~~corporations~~ organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, ~~unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government.~~ Any attempted assignment or delegation in derogation of this ~~paragraph~~ subparagraph shall be void.

~~C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations~~

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

4. Whether CONTRACTOR is a nonprofit or for-profit, organization, CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.

5. Whether CONTRACTOR is a nonprofit or for-profit, organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors of CONTRACTOR at one time.

C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require.

1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days written notice to CONTRACTOR if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.

1 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
2 pursuant to this Agreement.

3 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,
4 amounts claimed for subcontracts not approved in accordance with this paragraph.

5 4. This provision shall not be applicable to service agreements usually and customarily entered
6 into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services
7 provided by consultants.

8
9 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

19
20 **IX. EQUIPMENT**

21 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
22 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
23 Administrator to assist in performing the services described in this Agreement. "Relatively Permanent"
24 is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over, including
25 freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets.
26 Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes,
27 and installation costs are defined as Controlled Equipment. Controlled Equipment includes, but is not
28 limited to audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment
29 purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated
30 according to ~~generally accepted accounting principles~~ GAAP.

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

37 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY

1 the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in
 2 #
 3 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
 4 is purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

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

24 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with
 25 Exhibit A to this Agreement. COUNTY shall compensate, and authorize, when applicable, said
 26 services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at
 27 least the minimum number and type of staff which meet applicable federal and state requirements, and
 28 which are necessary for the provision of the services hereunder.
 29

30 **XI. INDEMNIFICATION AND INSURANCE**

31 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
 32 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
 33 districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board
 34 (COUNTY INDEMNITEES) harmless from any claims, demands or liability of any kind or nature,
 35 including but not limited to personal injury or property damage, arising from or related to the services,
 36 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
 37

1 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
 2 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
 3 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
 4 a jury apportionment.

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

8 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
 9 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all
 10 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
 11 Agreement have been complied with and to maintain such insurance coverage with COUNTY during the
 12 entire term of this Agreement. In addition, all subcontractors performing work on behalf of
 13 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
 14 conditions as set forth herein for CONTRACTOR.

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

19 D. If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this
 20 Agreement, COUNTY may terminate this Agreement.

21 E. QUALIFIED INSURER

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

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

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate

1 Automobile Liability including coverage \$1,000,000 per occurrence
2 for owned, non-owned and hired vehicles

3
4 Workers' Compensation, ~~Employer's~~ Statutory

5
6 Employers' Liability ~~and~~ Insurance \$1,000,000 per occurrence

7
8 Professional Liability Insurance \$1,000,000 per claims made
9 or per occurrence

10
11 Sexual Misconduct Liability \$1,000,000 per occurrence

12
13 G. REQUIRED COVERAGE FORMS

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

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

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

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

23 //
24 //

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

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

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

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

36 ~~E. All insurance policies required by this contract~~ Agreement shall waive all rights of subrogation
37 against the County of Orange and members of the Board of Supervisors, its elected and appointed

1 officials, officers, agents and employees when acting within the scope of their appointment or
2 employment.

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

6 K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days
7 notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This
8 shall be evidenced by policy provisions or an endorsement separate from the COI.

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

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

13 N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
14 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
15 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately
16 protect COUNTY.

17 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
18 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY
19 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement
20 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
21 remedies.

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

25 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

27 a. Prior to the start date of this Agreement.

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

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

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

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

35 //

36 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
37 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have

sole discretion to impose one or both of the following:

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

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

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

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

XII. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

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appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in

1 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

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

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

16 XIII. LICENSES AND LAWS

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

25 — ~~B. 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. 31 USC 7501.70, Federal Single Audit Act of 1984.~~

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

30 — ~~3. 42 USC. 12101 et seq., the Americans with Disabilities Act of 1990.~~

31 — ~~4. WIC §15600, et seq., Abuse of the Elderly and Dependent Adults.~~

32 — ~~5. 45 CFR Part 76, Drug Free Work Place.~~

33 — ~~6. CCR, Title 22.~~

34 — ~~7. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy~~
35 ~~Statement.~~

36 — ~~8. OMB Circulars A-87, A-89, A-110, A-122 and A-133.~~

- ~~1 9. ARRA of 2009.~~
- ~~2 10. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS~~
- ~~3 Treatment Extension Act of 2009.~~
- ~~4 11. 42 CFR, Public Health.~~
- ~~5 12. Public Law 103-227, Pro-Children Act of 1994.~~
- ~~6 13. PC §11164, et seq., Child Abuse and Neglect Reporting.~~

~~7 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

~~8 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days~~
~~9 of the award of this Agreement:~~

~~10 a. In the case of an individual contractor, his/her name, date of birth, social security~~
~~11 number, and residence address;~~

~~12 b. In the case of a contractor doing business in a form other than as an individual, the~~
~~13 name, date of birth, social security number, and residence address of each individual who owns an~~
~~14 interest of ten percent (10%) or more in the contracting entity;~~

~~15 c. A certification that CONTRACTOR has fully complied with all applicable federal and~~
~~16 state reporting requirements regarding its employees;~~

~~17 //~~
~~18 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage~~
~~19 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply;~~

~~20 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by~~
~~21 subparagraphs Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state~~
~~22 employee reporting requirements for child support enforcement, or to comply with all lawfully served~~
~~23 Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of~~
~~24 this Agreement;~~ and failure to cure such breach within sixty (60) calendar days of notice from
~~25 COUNTY shall constitute grounds for termination of this Agreement.~~

~~26 3. It is expressly understood that this data will be transmitted to governmental agencies~~
~~27 charged with the establishment and enforcement of child support orders, or as permitted by federal~~
~~28 and/or state statute.~~

~~29 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and~~
~~30 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and~~
~~31 requirements shall include, but not be limited to, the following:~~

- ~~32 1. ARRA of 2009.~~
- ~~33 2. 42 CFR, Public Health.~~
- ~~34 3. 31 USC 7501.70, Federal Single Audit Act of 1984.~~
- ~~35 4. HIPAA Privacy Rule, as it may exist now, or be hereafter amended, and if applicable.~~
- ~~36 5. 42 USC. 12101 et seq., the Americans with Disabilities Act of 1990.~~
- ~~37 6. WIC §15600, et seq., Abuse of the Elderly and Dependent Adults.~~

- 7. 45 CFR Part 76, Drug Free Work Place.
- 8. CCR, Title 22.
- 9. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy Statement.
- 10. OMB Circulars A-87, A-89, A-110, A-122 and A-133.
- 11. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009.

XIV. ~~Literature and Advertisements~~ LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet. ~~Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.~~

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

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XV. MAXIMUM OBLIGATION

A. The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement and the separate Maximum Obligations for Period One and Period Two are ~~is~~ as specified in the Referenced Contract Provisions in the Referenced Contract Provisions of this Agreement.

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

5
6 **XVI. NONDISCRIMINATION**

7 **A. EMPLOYMENT**

8 1. During the performance term of this Agreement, CONTRACTOR and its Covered
9 Individuals shall not unlawfully discriminate against any employee or applicant for employment because
10 of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national
11 origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
12 ~~CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for~~
13 ~~employment are free from discrimination~~ Additionally, during the term of this Agreement,
14 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
15 not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic
16 group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and
17 over), sexual orientation, medical condition, or physical or mental disability.

18 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
19 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
20 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection
21 for training, including apprenticeship.

22 //
23 3. CONTRACTOR shall not discriminate between employees with spouses and employees
24 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
25 the provision of benefits.

26 4. ~~There shall be posted~~ CONTRACTOR shall post in conspicuous places, available to
27 employees and applicants for employment, notices from ADMINISTRATOR and/or the United States
28 Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity
29 clause.

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

36 6. Each labor union or representative of workers with which CONTRACTOR and/or
37 subcontractor 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~~ Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

#

B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR and/or subcontractor 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; as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, as applicable, 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., Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

- a1. Denying a client or potential client any service, benefit, or accommodation.
- b2. 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.
- e3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- d4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
- e5. Assignment of times or places for the provision of services.

//

C. COMPLAINT PROCESS ~~2. Complaint Process~~ – CONTRACTOR shall establish procedures for advising all clients through a written statement that ~~CONTRACTOR's~~ CONTRACTOR and/or subcontractor's clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR; or the U.S. Department of Health and Human Services' OCR. ~~CONTRACTOR's statement shall advise clients of the following:~~

~~a. In those cases where the client's complaint is filed initially with the OCR, the OCR may proceed to investigate the client's complaint, or the OCR may request COUNTY to conduct the investigation.~~

b 1. Whenever possible, problems shall be resolved informally and at the point of

1 service. CONTRACTOR shall establish an internal informal problem resolution process for clients not
 2 able to resolve such problems at the point of service. Clients may initiate a grievance or complaint
 3 directly with CONTRACTOR either orally or in writing.

4 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
 5 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal
 6 with the OCR.

7 ~~C~~D. PERSONS WITH DISABILITIES – CONTRACTOR agrees and/or subcontractor agree to
 8 comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq.,
 9 as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC
 10 12101, et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons
 11 with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1
 12 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

13 #

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

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

22 XVII. NOTICES

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

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

28 2. When faxed, transmission confirmed;

29 3. When sent by Email; or

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

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

36 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
 37

1 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
 2 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
 3 damage to any COUNTY property in possession of CONTRACTOR.

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

6 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

10 B. CONTRACTOR shall notify ADMINISTRATOR at least ten (10) business days in advance of
 11 any applicable public event or meeting. The notification must include the date, time, duration, location
 12 and purpose of public event or meeting. Any promotional materials or event related flyers must be
 13 approved by ADMINISTRATOR prior to distribution.
 14

15 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

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

19 ~~1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),~~
 20 ~~75055(a), 75343(a), and 77143(a).~~

21 ~~2. State of California, Health and Safety Code §123145.~~

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

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

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

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

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

37 F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that

1 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or
 2 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records
 3 maintained by or for a covered entity that is:

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

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

- 12 #
- 13 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or
 14 site visit.
 - 15 2. Provide auditor or other authorized individuals access to documents via a computer
 16 terminal.
 - 17 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
 18 requested.

19 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
 20 security of PII and/or PHI. CONTRACTOR shall ~~notify COUNTY immediately by telephone call plus~~
 21 ~~email or fax upon the discovery of a breach~~ Breach ~~of privacy-unsecured PHI and/or security of PII~~
 22 ~~and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or~~
 23 ~~faesimile.~~

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

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

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

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

37 M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR

1 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
2 CONTRACTOR.

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

5 //

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

9 #

10 **XX. RESEARCH AND PUBLICATION**

11 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a
12 result of this Agreement for the purpose of personal publication.

13
14 **XXI. RIGHT TO WORK AND MINIMUM WAGE LAWS**

15 A. In accordance with the United States Immigration Reform and Control Act of 1986,
16 CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this
17 Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the
18 United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any
19 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the
20 identity of their employees and their eligibility for employment in the United States.

21 B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and
22 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
23 federal or California Minimum Wage to all its employees that directly or indirectly provide services
24 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that
25 all its contractors or other persons providing services pursuant to this Agreement on behalf of
26 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
27 Wage.

28 C. CONTRACTOR shall comply and verify that its contractors comply with all other federal and
29 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards
30 pursuant to providing services pursuant to this Agreement.

31 D. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
32 where applicable, shall comply with the prevailing wage and related requirements, as provided for in
33 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
34 State of California (§§1770, et seq.), as it exists or may hereafter be amended.

35
36 **XXII. SEVERABILITY**

37 If a court of competent jurisdiction declares any provision of this Agreement or application thereof

1 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
2 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
3 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
4 in full force and effect, and to that extent the provisions of this Agreement are severable.

5 //

6 **XXIII. SPECIAL PROVISIONS**

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

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

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

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

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

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

17 ~~6~~ 2. Lobbying any governmental agency or official. CONTRACTOR shall file all
18 certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g.,
19 limitation on use of appropriated funds to influence certain federal contracting and financial
20 transactions).

21 ~~7. Supplanting current funding for existing services.~~ 3. Fundraising.

22 ~~8. Fundraising.~~

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

28 ~~10~~ 4. ~~To meet professional licensure or program licensure requirements.~~

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

31 5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
32 services.

33 ~~12~~ 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
34 subcontractors, ~~or~~ and members of the Board of Directors or its designee or authorized agent, or making
35 salary advances or giving bonuses to CONTRACTOR's staff.

36 ~~13~~ 7. ~~Reimbursement of CONTRACTOR's members of the Board of Directors for~~
37 ~~expenses or services.~~

1 #

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

5 ~~15~~8. Severance pay for separating employees.

6 ~~16~~9. Paying rent and/or lease costs for a facility prior to the facility meeting all required
7 building codes and obtaining all necessary building permits for any associated construction.

8 ~~10.~~ Purchasing or improving land, including constructing or permanently improving any
9 building or facility, except for tenant improvements.

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

12 ~~12.~~ Contracting or subcontracting with any entity other than an individual or nonprofit entity,
13 unless no nonprofit entity is able and willing to provide such services.

14 ~~13.~~ Supplanting current funding for existing services.

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

20 ~~15.~~ To meet professional licensure or program licensure requirements.

21 ~~16.~~ Providing inpatient hospital services or purchasing major medical equipment.

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

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

26 ~~21.~~ Funding travel or training (excluding mileage or parking) ~~not approved by~~
27 ~~ADMINISTRATOR.)~~

28 ~~32.~~ Making phone calls outside of the local area unless documented to be directly for the
29 purpose of client care.

30 ~~43.~~ Payment for grant writing, consultants, certified public accounting, or legal services ~~not~~
31 ~~approved in advance by ADMINISTRATOR.~~

32 ~~54.~~ Purchase of artwork or other items that are for decorative purposes and do not directly
33 contribute to the quality of services to be provided pursuant to this Agreement.

34 ~~5.~~ Purchase of gifts, meals, entertainment, awards, or other personal expenses for
35 ~~CONTRACTOR's clients.~~

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

XXIV. STATUS OF CONTRACTOR

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

XXV. TERM

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

B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

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XXVI. TERMINATION

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

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

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

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

D. CONTINGENT FUNDING

- 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY’s expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
- 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

F. In the event this Agreement is terminated by either party, ~~after receiving a Notice of Termination~~ pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

- 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
- 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
- 3. ~~Until the date of termination, continue to provide the same level of service required by this Agreement.~~

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

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

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

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

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

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

XXVII. 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 pursuant to

XXVIII. 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
4 AIDS SERVICES FOUNDATION ORANGE COUNTY

5
6
7 BY: _____ DATED: _____

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9
10 TITLE: _____

11
12 BY: _____ DATED: _____

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14
15 TITLE: _____

16
17
18 COUNTY OF ORANGE

19
20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

28
29
30 BY: _____ DATED: _____

31 DEPUTY

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33
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
35 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
36 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
37 has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA ADMINISTRATOR.

EXHIBIT A

TO THE AGREEMENT ~~WITH~~ FOR PROVISION OF
HIV PREVENTION SERVICES

BETWEEN

COUNTY OF ORANGE

AND

AIDS SERVICES FOUNDATION ORANGE COUNTY

~~FOR THE PROVISION OF JULY~~ HIV PREVENTION SERVICES

~~JANUARY 1, 2013~~ 2014 THROUGH ~~JUNE 30, 2014~~ DECEMBER 31, 2016

~~I. DEFINITIONS~~ DEFINITIONS

The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in this Agreement:

A. ~~Acquired Immune Deficiency Syndrome (AIDS)~~ is a medical condition resulting from HIV infection, usually after many years.

B. ~~California Department of Public Health, Office of AIDS (CDPH/OA)~~ means a department under the California Health and Human Services Agency that administers state and federal health care programs.

C. ~~Centers for Disease Control and Prevention (CDC)~~ means the division of United States Health and Human Services department responsible for the control and prevention of diseases including HIV.

~~D. CLEAR~~ D. CLEAR means an 18-session intervention targeting substance-using young people living with HIV.

E. Client(s) means an individual seeking HIV prevention and education services.

~~F. Core Group~~ F. Core Group means a group of men that are recruited to design and carryout project activities.

~~G. Evidence-Based Intervention~~ G. Evidence-Based Intervention means interventions shown to be effective in reducing risk-taking behaviors that lead to transmission of HIV.

~~H. Healthy Relationships~~ H. Healthy Relationships means CDC evidence-based intervention for HIV positive individuals.

~~I. Human Immunodeficiency Virus (HIV)~~ I. HIV is the virus that causes AIDS.

~~J. Local Evaluation Online (LEO)~~ J. Local Evaluation Online (LEO) means the COUNTY's designated data system for HIV prevention and testing data.

~~K. M-Group~~ K. M-Group means members of a one-time discussion group in which participants discuss factors contributing to unsafe sex and build skills to reduce risk of HIV.

~~L. MPowerment~~ L. MPowerment means CDC evidenced-based intervention targeting young men who have sex with men.

~~M. Partner Services (PS)~~ M. PS formerly called Partner Counseling Referral Services means the process whereby the sex and/or needle sharing partner(s) of a HIV infected person is/are notified by the

1 | infected individual or by PS staff regarding possible exposure to HIV. PS includes three (3) methods of
2 | notification:

- 3 | 1. Self - Client notifies a partner him/herself.
- 4 | 2. Dual Notification - Client notifies a partner with PS staff present.
- 5 | 3. Anonymous Third Party Notification – PS staff notifies a partner anonymously based on
- 6 | partner information provided by Client.

7 | #

8 | — ~~M. Prevention Materials Review Panel~~ (N. PMRP) means group of volunteers that
9 | review and approve prevention materials.

10 | ~~NO.~~ Project Volunteers means individuals recruited to assist with planning and implementation
11 | of outreach and/or publicity campaigns.

12 | ~~OP.~~ SMART Program Objectives means objectives that are specific, measurable, achievable,
13 | relevant, and time-based.

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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.

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MPOWERMENT	<u>Period</u>	<u>Period</u>
	<u>One</u> PERIOD	<u>Two</u> PERIOD
	<u>ONE</u>	<u>TWO</u>
ADMINISTRATIVE COSTS		
Salaries	\$ 3,173.39	\$ 5,312.63
	7.20	4.80
	7	5
Benefits	698.15	1,168.78
Services and Supplies	626.63	1,049.03
	1,414	977
SUBTOTAL	\$ 4,498.17	\$ 7,530.44
	10.2	6.83
	06	9
PROGRAM COSTS		
Salaries	\$ 22,986.48	\$ 38,481.98
	60.	30
	227	6
Benefits	5,057.02	8,466.04
	13.2	427
	50	
Services and Supplies	12,440.33	20,826.54
	29.	21
	273	733
SUBTOTAL	\$ 40,484.17	\$ 67,775.56
	10	68.
	2,750	466
TOTAL NET COSTS	\$ 44,982.00	\$ -75,305.00
	11	
	2,956	
HEALTHY RELATIONSHIPS		
	<u>PERIOD</u>	<u>PERIOD</u>
	<u>ONE</u>	<u>TWO</u>

<u>1</u>	ADMINISTRATIVE COSTS		
<u>2</u>	Salaries	\$	\$
<u>3</u>		6,302.46	10,754.00
<u>4</u>		\$16,473	\$98,2
<u>5</u>	Benefits	1,386.54	2,365.83
<u>6</u>		3,624	416
<u>7</u>	Services and Supplies		
<u>8</u>		1,245.00	2,124.17
<u>9</u>		3,129	1,923
<u>10</u>	SUBTOTAL	\$	\$
<u>11</u>		8934.00	15,244.00
<u>12</u>		\$23,226	\$32,1
<u>13</u>			
<u>14</u>	PROGRAM COSTS		
<u>15</u>	Salaries	\$	\$
<u>16</u>		54,566.50	93,105.87
<u>17</u>		0,365	066
<u>18</u>	Benefits	12,004.63	20,483.29
<u>19</u>		33,080	21,355
<u>20</u>	Services and Supplies		
<u>21</u>		23,528	40,146.98
<u>22</u>		63,299	35,238
<u>23</u>	SUBTOTAL	\$	\$153,736.00
<u>24</u>		90,100.00	659
<u>25</u>		24,674	
<u>26</u>			
<u>27</u>	TOTAL NET COSTS	\$	\$168,980.00
<u>28</u>		99,034.00	
<u>29</u>		26,997	
<u>30</u>			
<u>31</u>	TOTAL CONTRACT COSTS	\$144,016.00	\$244,285.00
<u>32</u>		382,926	
<u>33</u>			

34 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
35 between programs, or between budgeted line items within a program, for the purpose of meeting specific
36 program needs or for providing continuity of care to its consumers, by utilizing a Budget/Staffing
37 Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly

1 completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance,
2 which will include a justification narrative specifying the purpose of the request, the amount of said
3 funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current
4 contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any
5 Budget/Staffing Modification Request (s) from ADMINISTRATOR prior to implementation by
6 CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for
7 any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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

17 D. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION

18 1. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number and
19 associated information for federal funds paid through this Agreement are specified below:

20 #
21 #
22 #
23 #
24 #
25 #
26 #

27 CFDA Year: ~~2014~~2012
28 CFDA No.: 93.940
29 Program Title: HIV Prevention Program (indirect)
30 Federal Agency: Centers for Disease Control and Prevention
31 Award Name: HIV Prevention Program (indirect)
32 Amount: Period One: \$~~144,016~~382,926 (estimated)
33 Period Two: \$244,285 (estimated)
34

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

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

3
4 **III. PAYMENTS**

5 A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the actual costs of providing
6 services described hereunder, less revenues which are actually received by CONTRACTOR. All
7 payments are interim payments only and are subject to Final Settlement in accordance with the Cost
8 Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of
9 providing the services; hereunder provided, however, the total of such payments does not exceed
10 COUNTY's Total Maximum Obligation and, provided further, CONTRACTOR's costs are
11 reimbursable pursuant to County, State and/or Federal regulations. ADMINISTRATOR may, at its
12 discretion, pay supplemental billings for any month for which the interim payment amount specified
13 above has not been fully paid.

14 1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure Report,
15 which shall have other information including but not limited to, staffing, units of service, and any other
16 information requested by ADMINISTRATOR, as specified in the Reports Paragraph of this Exhibit A to
17 the Agreement. ADMINISTRATOR shall use the Expenditure Report to determine payment to
18 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

19 2. If, at any time, CONTRACTOR's Expenditure Report indicate that the monthly interim
20 payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY
21 payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date
22 interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by
23 CONTRACTOR.

24 3. If, at any time, CONTRACTOR's Expenditure Report indicate that the interim payment
25 amounts are less than the actual cost of providing services, ADMINISTRATOR may authorize a
26 supplemental payment to CONTRACTOR by an amount not to exceed the difference between the year-
27 to-date interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by
28 CONTRACTOR.

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

31 C. CONTRACTOR's billings shall be on a form approved or provided by ADMINISTRATOR and
32 shall include information required by ADMINISTRATOR. Billings are due by the twentieth (20th)
33 calendar day of each month following the month in which services were performed under this
34 Agreement. Billings received after the due date may not be paid within the same month. COUNTY
35 should release payments to CONTRACTOR no later than twenty-one (21) business days after receipt of
36 the correctly completed billing form.

37 D. All billings to COUNTY shall be supported at CONTRACTOR's facility, by source

1 documentation including, but are not limited to, ledgers, books, vouchers, journals, time sheets, payrolls,
 2 appointment schedules, Client data cards, schedules for allocating costs, invoices, bank statements,
 3 //
 4 canceled checks, receipts, receiving records, and records of services provided. ADMINISTRATOR may
 5 require CONTRACTOR to submit documentation in support of the monthly billing.

6 E. ADMINISTRATOR may withhold or delay any payment or partial payment if CONTRACTOR
 7 fails to comply with any provision of this Agreement, including, but are not limited to,
 8 CONTRACTOR's obligations with respect to data collection, reporting requirements, correcting
 9 deficiencies, or delays in progressing satisfactorily in achieving all the terms of the Agreement.

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

13 G. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the
 14 Payments Paragraph of this Exhibit A to the Agreement.

15 **IV. REPORTS**

16 A. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR, financial
 17 and/or programmatic reports as requested by ADMINISTRATOR concerning CONTRACTOR's
 18 activities as they relate to this Agreement. ADMINISTRATOR will be specific as to the nature of the
 19 information requested and allow thirty (30) calendar days for CONTRACTOR to respond.
 20

21 **B. FISCAL**

22 1. CONTRACTOR shall electronically submit a monthly expenditure report to
 23 ADMINISTRATOR and designated COUNTY staff, in support of the monthly invoice. These reports
 24 shall be on a form provided or approved by ADMINISTRATOR, and shall include the units of service
 25 provided and actual costs for each of CONTRACTOR's program(s) or cost center(s) described in the
 26 Service paragraph of this Exhibit A to the Agreement. Reports are due to ADMINISTRATOR no later
 27 than the twentieth (20th) calendar day of the month following the month in which services were
 28 performed under the Agreement, unless otherwise agreed to in writing by ADMINISTRATOR

29 2. CONTRACTOR shall submit quarterly, year-end projection reports to ADMINISTRATOR.
 30 These reports shall be on a form approved or provided by ADMINISTRATOR and shall include, but not
 31 be limited to, anticipated year-end actual costs and revenue for CONTRACTOR's program(s) or cost
 32 center(s) described in the Services paragraph of this Exhibit A to the Agreement. Said projection reports
 33 shall be submitted by ~~April 20, 2013,~~ October 20, 2013, 2014; January 20, 2014, and 2015; April 20,
 34 2015; July 20, 2015; October 19, 2015; January 19, 2016; April 20, 18, 2016; July 18, 2016; and
 35 ~~October 17, 2016~~ 2014 unless otherwise agreed to in writing by ADMINISTRATOR.

36 C. STAFFING – CONTRACTOR shall submit a monthly staffing report to ADMINISTRATOR
 37 and designated COUNTY staff, in support of the monthly invoice. These reports shall be on a form

1 provided or approved by ADMINISTRATOR, and shall include, but not be limited to, employees'
 2 names, positions, and actual hours worked, and when and which staff have taken Compliance Training
 3 in accordance with the Compliance Paragraph of the Agreement. Reports are due to ADMINISTRATOR
 4 no later than the twentieth (20th) calendar day following the end of the month being reported, unless
 5 otherwise agreed to in writing by ADMINISTRATOR.

6 D. PROGRAMMATIC

7 1. CONTRACTOR shall submit Intervention Implementation Planning Tools to
 8 ADMINISTRATOR for approval for each intervention ~~by January 31, 2013~~ at least 30 business days
 9 before the start of each contract period.

10 2. CONTRACTOR shall submit semi-annual narrative report of implementation of project to
 11 ADMINISTRATOR. Narrative reports shall provide an overview of all activities conducted in the Pre-
 12 Implementation, Implementation, and Maintenance phases of the project. Plans described under this
 13 report must be approved by ADMINISTRATOR prior to project implementation. Reports shall be on
 14 forms provided or approved by ADMINISTRATOR and are due to ADMINISTRATOR on ~~July 19,~~
 15 ~~2013,~~ January 20, 2014, 2015; July 20, 2015; January 19, 2016; July 18, 2016; and ~~July 19, 2014~~ January
 16 17, 2017.

17 ~~3. ——— 3. CONTRACTOR shall submit for approval, planned SMART objectives under~~
 18 ~~this project no later than July 19, 2013.~~ CONTRACTOR shall submit semi-annual outcome reports to
 19 ADMINISTRATOR to report progress on program objectives due on ~~July 19, 2013,~~ January 20,
 20 2014, 2015; July 20, 2015; January 19, 2016; July 18, 2016; and ~~July 19, 2014~~ January 17, 2017. These
 21 reports shall be on a form provided or approved by ADMINISTRATOR, and shall include outcome data
 22 specific to each intervention.

23 E. DATA REPORTING – CONTRACTOR shall fully comply with ADMINISTRATOR's
 24 requirements for data reporting for Prevention funded services. For purposes of this Agreement, data
 25 reporting shall be defined as collecting data on approved forms for all interventions and entering data
 26 into the COUNTY's designated data system inclusive of ~~Local Evaluation Online (LEO)~~ LEO by the
 27 fifteenth (15th) calendar day of each month for interventions completed following the end of the month
 28 being reported, unless otherwise agreed to in writing by ADMINISTRATOR.

29 G. CONTRACTOR shall provide additional reports as required by ADMINISTRATOR in regard
 30 to CONTRACTOR's activities as related to the services hereunder. ADMINISTRATOR shall be
 31 specific as to the nature of information requested and allow thirty (30) calendar days for
 32 CONTRACTOR to respond.

33 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 34 Reports Paragraph of this Exhibit A to the Agreement.

35 V. SERVICES

36 A. Mpowerment – CONTRACTOR shall implement Mpowerment program, consistent with
 37

1 CDC's guidance and including all core elements of the intervention. Target population will be ~~Men~~
 2 ~~Who Have Sex With Men (MSM)~~ ages 18-29 who engage in, or are likely to engage in, unprotected sex.
 3 All planning, implementation, and monitoring activities must include efforts to increase knowledge,
 4 reduce risk, and increase skills related to HIV prevention and increasing annual testing for those who are
 5 HIV negative.

6 1. Pre-Implementation – ~~With exception of the first item below, by June 30, 2013,~~
 7 CONTRACTOR shall conduct the tasks and activities defined below at least 30 business days before the
 8 start of each period of the Agreement:

9 a. Complete and submit the Mpowerment Intervention Implementation Planning Tool ~~by~~
 10 ~~January 31, 2013.~~

11 b. Ensure all key program staff receives initial or follow up Mpowerment training from
 12 CDC.

13 c. Develop/revise program objectives to measure overall Mpowerment program plan and
 14 submit for approval ~~no later than July 19, 2013.~~ Objectives must be SMART ~~(specific, measurable,~~
 15 ~~achievable, relevant, time-based).~~

16 d. Conduct community assessment to determine where MSM congregate. Documentation
 17 of community assessment should include notes from key informant interviews, focus groups, spot
 18 interviews, spot survey, and community observations.

19 e. Recruit 12-20 Core Group members who are diverse and representative of target
 20 population.

21 f. Locate and secure project space.

22 g. Determine pertinent issues for young gay men in the community.

23 h. Collect baseline information about sexual risk behavior and sexual communication
 24 among friends from different subgroups of young MSM in the community.

25 i. Determine any needs to tailor Mpowerment and detailed justification and plan for
 26 tailoring.

27 j. Determine community stakeholders.

28 k. Discuss goals and methods with community stakeholders and agency staff.

29 2. Implementation – CONTRACTOR will conduct the tasks and activities outlined below after
 30 submission and approval of Pre-Implementation activities ~~submitted in semi-annual report due~~

31 ~~July 19, 2013.~~ #
 32 Conduct ~~52~~ Core Group meetings (period one at least 78 meetings and period two is 52
 33 meetings) with 12-20 members for each Core Group. A total of ~~75~~ 112 individuals may participate in
 34 Core Group meetings ~~over the term~~ during period one of the Agreement and 75 during period two of the
 35 Agreement.

36 a. Conduct early activities of intervention including:

37 1) Convene Core Group.

- 1 2) Core Group to determine project name and logo, identify unmet needs of young
2 MSM, begin talking to friends about project, and furnish and decorate project space as needed.
3 3) Develop plans for initial formal outreach at community venues and via outreach
4 events.
5 4) Determine optimal media outlets for publicity.
6 5) Develop publicity plan.
7 6) Coordinators learn how to conduct M-groups.
8 7) Director of Prevention and Coordinators establish approach to supervision;
9 establish weekly behavioral objectives, and reporting procedures.
10 b. Conduct intermediate activities of intervention including:
11 //
12 //
13 1) Core Group talks about the Project in their social groups and brings friends to the
14 Project.
15 2) Recruit two (2) Project Volunteers, in addition to Core Group members, to assist
16 with planning and implementation of outreach and/or publicity campaign.
17 3) Implement one (1) large outreach event to 200 participants. Documentation of
18 event must include sign-in sheet with date, time and location of event and program documentation of
19 staff and/or volunteers assisting with event.
20 4) Implement ~~two (2)~~ three (3) small to medium outreach events to ~~40~~ 60 participants.
21 Outreach events are conducted by Core Group and volunteers at locations frequented by MSM or created
22 by the Core Group to discuss and promote safer sex, deliver literature on HIV risk reduction, and
23 distribute condoms. Documentation of event must include sign-in sheet with date, time and location of
24 event and program documentation of staff and/or volunteers assisting with event.
25 5) Implement M-groups every 4-6 weeks (minimum of 12 M-groups) to 96
26 unduplicated participants. Each M-group should have 8-10 attendees. M-groups should be conducted
27 by trained Project Coordinator and adhere to CDC M-Group guide. Documentation of M-group must
28 include sign-in sheet with date, time and location of event and program documentation of staff or
29 volunteers facilitating M-group.
30 6) Collect Pre and Post-Session Assessment from M-group attendees.
31 7) M-group participants conduct informal outreach with their friends and peers.
32 8) Discuss informal outreach periodically at Core Group meetings.
33 9) Coordinators role model informal outreach.
34 10) Implement publicity plan, including placing advertisements in media and
35 distributing materials throughout the community.
36 11) Continue to communicate community Project goals and structure to staff.
37 3. Maintenance – CONTRACTOR will conduct the tasks and activities outlined below after

1 successful and consistent implementation of Core and M-group meetings.

2 a. Core group meets weekly to plan long term and weekly outreach activities.

3 b. Conduct outreach at community venues.

4 c. Evaluate outreach events.

5 d. Recruit attendees to M-groups.

6 e. Encourage informal outreach at Core Group meetings and at other outreach activities.

7 f. Continue implementing publicity plan, including placing advertisements in media and
8 distributing materials throughout the community.

9 g. Meet with the Community Advisory Board to discuss Project activities.

10 h. Communicate with staff regarding progress.

11 4. Monitoring and Evaluation – CONTRACTOR shall monitor and evaluate the progress of
12 implementation activities described above. Key objectives to be documented include:

13 a. Sign-in sheets on paper and entered in LEO and Volunteer Satisfaction Surveys to
14 assess number of Core Group members who were engaged and retained in the Core Group.

15 b. Event Satisfaction Survey to assess percent of Outreach participants who rate the event
16 positively.

17 c. M-Group evaluation forms to assess percent of M-group participants who rate the M-
18 groups positively.

19 d. Spot Interview and Spot Survey to assess percent of MSM ages 18-29 who were aware
20 of publicity campaign.

21 e. M-Group Pre and Post-Session Assessment to assess percent of M-group participants
22 who show improvement in HIV-related attitudes and risk-reduction skills.

23 B. Healthy Relationships – CONTRACTOR shall implement Healthy Relationships program,
24 consistent with CDC’s guidance and including all core elements of the intervention. Target population
25 will be HIV-positive individuals with an emphasis on ~~Men Who Have Sex With Men (MSM)~~ MSM and
26 heterosexual populations.

27 1. Pre-Implementation – ~~With exception of the first item below, by June 30, 2013,~~
28 CONTRACTOR shall conduct the tasks and activities defined below at least 30 business days before the
29 start of each contract period:

30 a. Complete and submit the Healthy Relationships Intervention Implementation Planning
31 Tool ~~by January 31, 2013~~.

32 b. Secure buy-in from stakeholders.

33 c. Hire and enroll staff for Healthy Relationships training provided by CDC. Review and
34 prepare intervention materials, including marketing materials, and practicing of delivery of session
35 contents.

36 d. Staff conducting individual-level interventions shall receive training regarding CDC
37 CLEAR intervention.

1 e. Review evaluation requirements for Healthy Relationships and develop program
 2 objectives to measure overall Healthy Relationships program plan ~~and submit for approval no later than~~
 3 ~~July 19, 2013.~~ Objectives must be SMART ~~(specific, measurable, achievable, relevant, time-based).~~

4 f. Select videos and clips appropriate for target population.

5 g. Secure space for sessions.

6 ——— 2. Implementation – CONTRACTOR will conduct ~~12~~30 cycles of five-session
 7 Healthy Relationship workshops to groups of 5-12 ~~people~~ HIV-positive MSM (English and/or Spanish)
 8 reaching a total of ~~120~~300 total unduplicated ~~clients~~ HIV-positive MSM (English and/or Spanish), and 10
 9 cycles of five-session Healthy Relationships workshops to groups of 5-10 HIV-positive heterosexual
 10 individuals (English and/or Spanish) reaching a total of 100 total unduplicated HIV-positive
 11 heterosexual individuals (English and/or Spanish). In addition, CONTRACTOR will conduct ~~240~~400,
 12 60-75 minute individual-level counseling sessions based on CDC's CLEAR intervention to ~~30~~50
 13 unduplicated individuals. CONTRACTOR will conduct the tasks and activities outlined below ~~after~~
 14 ~~submission and approval of Pre-Implementation activities submitted in semi-annual report due July 19,~~
 15 ~~2013.~~; where 30 unduplicated individuals will be HIV-positive MSM (English and/or Spanish), and 20
 16 unduplicated individuals will be HIV-positive heterosexual (English and/or Spanish).

17 a. Recruit clients for Healthy Relationships participation.

18 b. Enroll clients for intervention. While clients may initially self-report HIV status, it is
 19 the CONTRACTOR's responsibility to confirm and document HIV status prior to reporting units of
 20 service to ADMINISTRATOR, entering information into the ~~California Department of Public Health~~
 21 ~~(CDPH)~~CDPH database, and for the purpose of site visits and/or audits, have documentation available
 22 for review. Documentation of HIV-positive status verified via Western Blot, ~~Enzyme-linked~~
 23 ~~immunoassay (ELISA),~~ or verification of HIV signed by a doctor must be included in client records.

24 c. Schedule session.

25 d. Prepare ~~Personal Feedback Report (PFR)~~PFR forms and other evaluative instruments
 26 for sessions.

27 e. Conduct 120-minute session. Sessions should be conducted by trained Project
 28 Coordinator and adhere to CDC guidance. Documentation of session must include sign-in sheet with
 29 date, time and location of event and program documentation of staff facilitating session and agenda.

30 f. Recruit and screen clients for participation in individual-level counseling. Conduct
 31 individual-level counseling sessions based on CDC's CLEAR intervention. CONTRACTOR will
 32 conduct ~~five (5)~~ Core Skills Sessions, at least two (2) additional menu sessions from one of six (6)
 33 CLEAR domains, and a wrap-up session to ~~30~~50 HIV-positive individuals for a total of at least ~~240~~400
 34 sessions; where 30 unduplicated individuals will be HIV-positive MSM (English and/or Spanish), and
 35 ~~20~~ unduplicated individuals will be HIV-positive heterosexual (English and/or Spanish). Each session
 36 should be completed in 60-75 minutes and should occur weekly. Sessions shall be delivered with a
 37 client-centered approach by trained counselors. ———

- 1 g. Debrief Healthy Relationships group sessions with program staff.
- 2 h. Conduct supervision with individual-level counseling counselors to discuss successes,
- 3 challenges, and strategies.
- 4 i. Evaluate Healthy Relationships group sessions based on PFR forms, session
- 5 evaluations, consistency outlines, and other feedback from participants.
- 6 j. Evaluate individual-level counseling based on pre and post risk reduction assessments.
- 7 #
- 8 3. Maintenance – CONTRACTOR will conduct the tasks and activities outlined below after
- 9 implementation of the first Healthy Relationships cycle.
- 10 a. Brief staff on plans and strategies for collecting required data for reporting and
- 11 evaluation.
- 12 b. Discuss lessons learned from delivery of intervention.
- 13 c. Maintain stakeholders buy-in.
- 14 d. Plan for the next cycle of Healthy Relationships.
- 15 e. Hold weekly supervision with individual-level counselors to discuss successes,
- 16 challenges, and strategies.
- 17 4. Monitoring and Evaluation – CONTRACTOR shall monitor and evaluate the progress of
- 18 implementation activities described above through the following:
- 19 a. For Healthy Relationships group sessions:
- 20 1) Sign-in sheet on paper and entered in LEO to assess percent of attendees that attend
- 21 all five sessions in a cycle.
- 22 2) Initial and post-assessment survey to assess:
- 23 a) Increase in participants’ self report of comfort level and confidence to disclose
- 24 their HIV status to family and friends.
- 25 b) Increase in participants’ self report of comfort level and confidence to disclose
- 26 their HIV status to sex partners.
- 27 c) Increase in participants’ ability to negotiate safer sex practices with partner.
- 28 d) Increase in participants’ ability to use condoms with partners.
- 29 e) Increase in participants’ self report of intentions to use condoms with sex
- 30 partners.
- 31 f) Increase in participants’ self report of condom use with sex partners.
- 32 3) Session monitoring form at the conclusion of each session to assess completion of
- 33 contents and modification to planned activities.
- 34 b. For individual-level counseling sessions based on CLEAR:
- 35 1) Client enrollment and session forms on paper and entered in LEO to assess:
- 36 a) Proportion of clients who completed five (5) Core Skills sessions
- 37 b) Proportion of clients who completed at least one (1) domain

- 2) Pre and post risk reduction assessments to assess:
 - a) Increase in client’s emotional awareness
 - b) Increase in client’s problem-solving and goal-setting skills
 - c) Increase in client’s assertive behavior and communication skills
 - d) Increase in client’s motivation to change behavior
- 3) Increase in client’s intention and ability to decrease targeted high risk behaviors

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

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

E. CONTRACTOR shall provide information on ~~Partner Services (PS)~~; conduct PS counseling; and refer, when appropriate, to ADMINISTRATOR for ~~third-party~~ notification services.

F. CONTRACTOR shall complete CDPH/OA database set-up and obtain approval by ADMINISTRATOR within 30 business days of CDPH/OA or ADMINISTRATOR notification.

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

H. CONTRACTOR shall participate on ~~Prevention Materials Review Panel~~ PMRP established by ADMINISTRATOR.

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

J. CONTRACTOR shall attend meetings with ADMINISTRATOR, as requested and scheduled by ADMINISTRATOR on an as needed basis, to discuss contractual and other issues related to, but not limited to compliance with policies and procedures, statistics, and reporting.

K. CONTRACTOR shall establish a written non-smoking policy which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy shall specify that the facility is “smoke free” and designate smoking areas outside the facility.

L. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of

1 this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to
 2 promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution,
 3 or religious belief.

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

10 N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 11 Services Paragraph of this Exhibit A to the Agreement.

12 //
 13 //
 14 //
 15 //
 16 //
 17 //
 18 //
 19 //
 20 //

21 **VI. STAFFING**

22 A. CONTRACTOR shall, at a minimum, provide the following paid staff expressed ~~in Full-Time~~
 23 ~~Equivalents (FTEs)~~, for period one and two, which shall be equal to an average of forty (40) hours
 24 worked per week:

	<u>MPowerment</u>	<u>Healthy Relationships</u>	<u>TOTAL</u>
	<u>nt PERIOD</u>	<u>ips PERIOD</u>	
	<u>ONE</u>	<u>D TWO</u>	
<u>MPOWERMENT</u>			
ADMINISTRATIVE STAFF			
Director of Finance and Operations	0.0153013	0.0320013	0.0473
Senior Staff Accountant	0.0153013	0.0320013	0.0473
Accounting Clerk	0.0153	0.0320	0.0473
Staff Accountant	0.0153013	0.0320013	0.0473
<u>Accounting Clerk</u>	0.013		0.013
Network Administrator	0.0153013	0.0320013	0.0473
Data Programmer	0.0153013	0.0320013	0.0473

1	Executive Assistant	0.0153	0.0235	0.0388
2	SUBTOTAL FTEs	0.1073	0.2155	0.3228
3	PROGRAM STAFF			
4	Director of Health Education	<u>0.2500</u> <u>013</u>	<u>0.5000</u> <u>013</u>	<u>0.7500</u>
5	HIV Prevention Specialist	0.5000	0.5000	1.0000
6	HIV Prevention Specialist	0.0000	0.9000	0.9000
7	SUBTOTAL FTEs	<u>0.7500</u> <u>091</u>	<u>1.9000</u> <u>091</u>	<u>2.6500</u>
8				
9	TOTAL FTEs	0.8573	2.1155	2.9728
10				
11	<u>PROGRAM STAFF</u>			
12	Director of Health Education	<u>0.440</u>	<u>0.419</u>	
13	HIV Prevention Specialist	<u>0.191</u>	<u>0.182</u>	
14	<u>SUBTOTAL FTEs</u>	<u>0.631</u>	<u>0.601</u>	
15				
16	<u>TOTAL FTEs</u>	<u>0.722</u>	<u>0.692</u>	
17				
18		<u>PERIOD</u>	<u>PERIOD</u>	
19	<u>HEALTHY RELATIONSHIPS</u>	<u>ONE</u>	<u>TWO</u>	
20	<u>ADMINISTRATIVE STAFF</u>			
21	Director of Finance and Operations	<u>0.028</u>	<u>0.028</u>	
22	Senior Accountant	<u>0.028</u>	<u>0.028</u>	
23	Staff Accountant	<u>0.028</u>	<u>0.028</u>	
24	Accounting Clerk	<u>0.028</u>	<u>0.028</u>	
25	Network Administrator	<u>0.028</u>	<u>0.028</u>	
26	Data Programmer	<u>0.028</u>	<u>0.028</u>	
27	Director of Health Education	<u>0.028</u>	<u>0.028</u>	
28	<u>SUBTOTAL FTEs</u>	<u>0.196</u>	<u>0.196</u>	
29	//			
30	//			
31	//			
32	<u>PROGRAM STAFF</u>			
33	Director of Health Education	<u>0.445</u>	<u>0.431</u>	
34	HIV Prevention Specialist	<u>0.863</u>	<u>0.835</u>	
35	HIV Prevention Specialist	<u>0.733</u>	<u>0.709</u>	
36	<u>SUBTOTAL FTEs</u>	<u>2.041</u>	<u>1.975</u>	
37				

1 TOTAL FTEs

2.237

2.171

2
3 B. CONTRACTOR shall notify ADMINISTRATOR, in writing, within five (5) business days, of
4 any staffing changes that occur during the term of the Agreement.

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

10 #
11 D. CONTRACTOR may augment the above paid staff with volunteers. CONTRACTOR shall
12 provide supervision to volunteers as specified in the respective job descriptions or work contracts.

13 E. CONTRACTOR shall ensure that its employees, interns and volunteers facilitating Prevention
14 Interventions and/or Partner Services complete the appropriate trainings prior to service delivery. In
15 addition, CONTRACTOR shall ensure that appropriate staff is trained in using LEO. CONTRACTOR
16 must submit to ADMINISTRATOR documents verifying completion of all required training.

17 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
18 Staffing Paragraph of this Exhibit A to the Agreement.

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