

CONTRACT FOR PROVISION OF  
RENTAL ASSISTANCE PROGRAM SERVICES

BETWEEN

COUNTY OF ORANGE

AND

THE CITY OF ANAHEIM

OCTOBER 1, 2020 THROUGH FEBRUARY 28, 2021

**THE CONTRACT AMENDMENT NO. 1**

**TO**

**CONTRACT NO. MA-042-21010428**

**FOR**

**Rental Assistance Program Services**

This Amendment ("Amendment No. 1") to Contract No. MA-042-21010428 for Rental Assistance Program Services is made and entered into this 1st day of October 2020, is by and on March 1, 2021 ("Effective Date") between City of Anaheim ("Contractor"), with a place of business at 201 S. Anaheim Blvd., Suite 1003 the COUNTY OF ORANGE, Anaheim, CA 92805, and the County of Orange, a political subdivision of the State of California (COUNTY) and the CITY OF ANAHEIM, a charter city ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and municipal corporation (CONTRACTOR). COUNTY and CONTRACTOR County may sometimes be referred to herein individually as "Party" or collectively as "Parties." The County of Orange Health Care Agency (ADMINISTRATOR) shall administer

**RECITALS**

WHEREAS, on October 1, 2020, the Contract Parties executed Contract No. MA-042-21010428 for Rental Assistance Program Services, effective October 1, 2020 through February 28, 2021, in an amount not to exceed \$50,000 ("Contract"); and

**WITNESSETH:**

WHEREAS, COUNTY received Ending the HIV Epidemic (EHE) Initiative funding from the United

1 States Department of Health and Human Services Health Resources and Services Administration (HRSA)  
 2 through Award No. 1 UT8HA33953-01-00, Grant No. UT8HA33953; and

3 WHEREAS, the Grant Award (HRSA EHE) funds will be used in conjunction with Ryan White  
 4 HIV/AIDS Program Parts A and B funds to expand and implement new innovative strategies and  
 5 evidence-based interventions in response to Pillar Two (Treat) and Pillar Four (Respond) of the EHE  
 Initiative to effectively reduce new HIV infections in Orange County; and

6 WHEREAS, COUNTY wishes to collaborate with CONTRACTOR’s Housing and Urban  
 Development Rental Assistance Program (RAP) to expand housing availability; and

7 WHEREAS, COUNTY wishes to contract with CONTRACTOR to provide a portion of the grant  
 8 funds to CONTRACTOR for the provision of Rental Assistance Program Services as described herein to  
 the residents of Orange County in an effort to expand housing availability under RAP; and

9 WHEREAS, CONTRACTOR is agreeable to accepting the funds to provide such services on the  
 10 terms and conditions hereinafter set forth:

11 WHEREAS, the Parties now desire to enter into this Amendment No. 1 to renew the  
Contract for four years, for County to continue receiving and Contractor to continue providing the services  
set forth in the Contract, and to amend various terms in the Contract and Exhibit A of the Contract to  
 12 reflect changes necessary for the Renewal Periods of the Contract.

13 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained  
 14 herein, COUNTY and CONTRACTOR do hereby Contractor and County agree to amend the Contract as  
 follows:

15 //  
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| 2. <u>4. Referenced Contract Provisions 4. lines 3 through 5 of the Contract are</u><br><u>deleted in their entirety and replaced with the following:</u>  |             |
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**“REFERENCED CONTRACT PROVISIONS**

**Term: October 1, 2020 through February 28, 2025**

**Period One means the period from October 1, 2020 through February 28, 2021**

**Period Two means the period from March 1, 2021 through February 28, 2022**

**Period Three means the period from March 1, 2022 through February 28, 2023**

**Period Four means the period from March 1, 2023 through February 29, 2024**

**Period Five means the period from March 1, 2024 through February 28, 2025**

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| 5 | Period One Maximum Obligation:   | \$ 50,000          |
| 6 | Period Two Maximum Obligation:   | 112,500            |
| 7 | Period Three Maximum Obligation: | 112,500            |
| 8 | Period Four Maximum Obligation:  | 112,500            |
| 9 | Period Five Maximum Obligation:  | 112,500            |
|   | <b>TOTAL MAXIMUM OBLIGATION:</b> | <b>\$ 500,000"</b> |

10 3. Page 3, Table of Contents, Lines 5 - 10, is deleted in its entirety and replaced with the following:

| 11 | <b><u>"EXHIBIT A</u></b> | <b><u>PAGE</u></b> |
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**REFERENCED CONTRACT PROVISIONS**

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Term: October 1, 2020 through February 28, 2021

**Maximum Obligation:** \$ 50,000

**Basis for Reimbursement:** Negotiated Amount/Actual VI.  
Staffing 7"

4. Page 12, Paragraph VII. Cost

**Payment Method:** Advanced Payment/Payment in Arrears

**CONTRACTOR DUNS Number:** 36-345-5445

**CONTRACTOR TAX ID Number:** 95-6000666

**Notices to COUNTY and CONTRACTOR:**

COUNTY: County of Orange Health Care Agency  
Health Promotion and Community Planning/  
HIV Planning and Coordination  
1725 W. 17<sup>th</sup> St.  
Santa Ana, CA 92706-0099

CONTRACTOR: City of Anaheim  
201 S. Anaheim Blvd., Suite 1003  
Anaheim, CA 92805

John E. Woodhead, IV, Director  
Community and Economic Development  
[jwoodhead@anaheim.net](mailto:jwoodhead@anaheim.net)

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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 the Contract:

|    |          |  |
|----|----------|--|
| 1  |          |  |
| 2  |          |  |
| 3  | A. AIDS  | Acquired Immune Deficiency Syndrome  |
| 4  | B. ARIES | AIDS Regional Information and Evaluation System                                    |
| 5  | C. ARRA  | American Recovery and Reinvestment Act   |
| 6  | D. CAPER | Consolidated Annual Performance and Evaluation Report                              |
| 7  | E. CCC   | California Civil Code  |
| 8  | F. CCR   | California Code of Regulations   |
| 9  | G. CFDA  | Catalog of Federal Domestic Assistance   |
| 10 | H. CFR   | Code of Federal Regulations  |
| 11 | I. CHPP  | COUNTY HIPAA Policies and Procedures   |
| 12 | J. CHS   | Correctional Health Services   |
| 13 | K. COI   | Certificate of Insurance   |
| 14 | L. D/MC  | Drug/Medi-Cal  |
| 15 | M. DHCS  | Department of Health Care Services   |
| 16 | N. DRS   | Designated Record Set  |
| 17 | O. EFA   | Emergency Financial Assistance   |
| 18 | P. ePHI  | Electronic Protected Health Information  |
| 19 | Q. FTE   | Full Time Equivalent   |
| 20 | R. GAAP  | Generally Accepted Accounting Principles   |
| 21 | S. HAB   | Federal HIV/AIDS Bureau  |
| 22 | T. HCA   | Health Care Agency   |
| 23 | U. HHS   | Health and Human Services  |
| 24 | V. HIPAA | Health Insurance Portability and Accountability Act of 1996,<br>Public Law 104-191 |
| 25 | W. HIV   | Human Immunodeficiency Virus   |
| 26 | X. HOPWA | Housing Opportunities for Persons with AIDS  |
| 27 | Y. HRSA  | Federal Health Resources and Services Administration                               |
|    | Z. HSC   | California Health and Safety Code  |
|    | AA. HUD  | Housing and Urban Development  |
|    | AB. ISO  | Insurance Services Office  |
|    | AC. LIHP | Low Income Health Program  |
|    | AD. MHP  | Mental Health Plan   |
|    | AE. OCJS | Orange County Jail System  |
|    | AF. OCPD | Orange County Probation Department   |
|    | AG. OCR  | Office for Civil Rights  |

|    |                    |   |
|----|--------------------|---|
| 1  | AH. OCSD           | Orange County Sheriff's Department  |
| 2  | AI. OIG            | Office of Inspector General   |
| 3  | AJ. OMB            | Office of Management and Budget   |
| 4  | AK. OPM            | Federal Office of Personnel Management  |
| 5  | AL. PA DSS         | Payment Application Data Security Standard  |
| 6  | AM. PC             | State of California Penal Code  |
| 7  | AN. PCI DSS        | Payment Card Industry Data Security Standard  |
| 8  | AO. PHI            | Protected Health Information  |
| 9  | AP. PII            | Personally Identifiable Information   |
| 10 | AQ. PLWH/A         | Person Living with HIV/AIDS   |
| 11 | AR. PRA            | Public Record Act   |
| 12 | AS. QM             | Quality Management  |
| 13 | AT. RAP            | Rental Assistance Program   |
| 14 | AU. RSR            | Ryan White Services Reports   |
| 15 | AV. Ryan White Act | Ryan White HIV/AIDS Treatment Extension Act of 2009   |
| 16 | AW. SIR            | Self-Insured Retention  |
| 17 | AX. STAR           | Short-Term Assistance for Rent  |
| 18 | AY. The HITECH Act | The Health Information Technology for Economic and Clinical Health Act,<br>Public Law 111-005 |
| 19 | AZ. USC            | United States Code  |
| 20 | BA. W&IC           | California Welfare and Institutions Code  |

## II. ALTERATION OF TERMS

A. The Contract, together with Exhibits A, B, and C attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of the Contract.

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

## III. ASSIGNMENT OF DEBTS

Unless subparagraph A of the Contract is followed without interruption by another contract between the parties hereto for the same services and substantially the same scope, at the termination of the Contract, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to the Contract. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of



1 assignment, the County of Orange as assignee, and the address to which payments are to be  
2 sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be  
3 immediately given to COUNTY. deleted in its entirety and replaced with the following:

4 **IV. COMPLIANCE**

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

8 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures  
9 relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to General  
10 Compliance and Annual Provider Trainings.

11 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own compliance  
12 program, code of conduct and any compliance related policies and procedures. CONTRACTOR's  
13 compliance program, code of conduct and any related policies and procedures shall be verified by  
14 ADMINISTRATOR's Compliance Department to ensure they include all required elements by  
15 ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to the Contract.  
16 These elements include:

- 17 a. Designation of a Compliance Officer and/or compliance staff.
- 18 b. Written standards, policies and/or procedures.
- 19 c. Compliance related training and/or education program and proof of completion.
- 20 d. Communication methods for reporting concerns to the Compliance Officer.
- 21 e. Methodology for conducting internal monitoring and auditing.
- 22 f. Methodology for detecting and correcting offenses.
- 23 g. Methodology/Procedure for enforcing disciplinary standards.

24 3. If CONTRACTOR does not provide proof of its own compliance program to  
25 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance  
26 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty  
27 (30) calendar days of execution of the Contract a signed acknowledgement that CONTRACTOR will  
internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct. CONTRACTOR  
shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual  
compliance training to ensure proper compliance.

1. If CONTRACTOR elects to have its own compliance program, code of conduct and any  
Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall  
submit a copy of its compliance program, code of conduct and all relevant policies and procedures to  
ADMINISTRATOR within thirty (30) calendar days of execution of the Contract. ADMINISTRATOR's  
Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not  
exceed forty five (45) calendar days, and determine if CONTRACTOR's proposed compliance program  
and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent  
with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform

1 CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance  
 2 program and code of conduct to meet  
 3 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's  
 4 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

5 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the  
 6 CONTRACTOR's compliance program, code of conduct and any Compliance related policies and  
 7 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals  
 8 relative to the Contract are made aware of CONTRACTOR's compliance program, code of conduct,  
 9 related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.

10 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or  
 11 retained to provide services related to the Contract semi-annually to ensure that they are not designated  
 12 as Ineligible Persons, as pursuant to the Contract. Screening shall be conducted against the General  
 13 Services Administration's Excluded Parties List System or System for Award Management, the Health  
 14 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California  
 15 Medi-Cal Suspended and Ineligible Provider List and/or any other list or system as identified by the  
 16 ADMINISTRATOR.

17 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,  
 18 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items  
 19 or services or who perform billing or coding functions on behalf of ADMINISTRATOR. CONTRACTOR  
 20 shall ensure that all Covered Individuals relative to the Contract are made aware of ADMINISTRATOR's  
 21 Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own  
 22 compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected  
 23 to use its own).

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

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

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

3 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to the Contract.

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

5 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services  
 directly relative to the Contract becomes debarred, excluded or otherwise becomes an Ineligible Person.

6 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal  
 and state funded health care services by contract with COUNTY in the event that they are currently

1 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If  
2 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,  
3 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY  
4 business operations related to the Contract.

5 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity  
6 is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such  
7 individual or entity shall be immediately removed from participating in any activity associated with the  
8 Contract. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to  
9 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly  
10 return any overpayments within forty-five (45) business days after the overpayment is verified by  
11 ADMINISTRATOR.

12 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance  
13 Training available to Covered Individuals.

14 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's Compliance  
15 Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however,  
16 that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the  
17 General Compliance Training when offered.

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

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

21 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies  
22 of training certification upon request.

23 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
24 compliance training. ADMINISTRATOR shall provide instruction on group training completion while  
25 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,  
26 CONTRACTOR shall provide copies of the certifications.

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28 D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider  
29 Training, where appropriate, available to Covered Individuals.

30 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
31 Individuals relative to the Contract. This includes compliance with federal and state healthcare program  
32 regulations and procedures or instructions otherwise communicated by regulatory agencies; including the  
33 Centers for Medicare and Medicaid Services or their agents.

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

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

37 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide  
copies of the certifications upon request.

1 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
 2 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group  
 3 setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR,  
 4 CONTRACTOR shall provide copies of the certifications.

#### 5 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

21 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and  
 22 participate in the quality improvement activities developed in the implementation of the Quality  
 23 Management Program.

24 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural  
 25 Competency Plan submitted and approved by the State. ADMINISTRATOR shall update the Cultural  
 26 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,  
 27 §1810.410.subds.(c)-(d).

F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall constitute  
 a breach of the Contract on the part of CONTRACTOR and ground for COUNTY to terminate the Contract.  
 Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar  
 days from the date of the written notice of default to cure any defaults grounded on this Compliance  
 Paragraph prior to ADMINISTRATOR's right to terminate the Contract on the basis of such default.

### 23 V. CONFIDENTIALITY

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

27 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to the Contract  
 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

1 with COUNTY or other providers of related services contracting with COUNTY.

2 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written  
3 consents for the release of information from all persons served by CONTRACTOR pursuant to the  
4 Contract. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part  
5 2.6, relating to confidentiality of medical information.

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

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

## 16 VI. CONFLICT OF INTEREST

17 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that  
18 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply  
19 to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and  
20 services provided under the Contract. CONTRACTOR's efforts shall include, but not be limited to  
21 establishing rules and procedures preventing its employees, agents, and subcontractors from providing  
22 or offering gifts, entertainment, payments, loans or other considerations which could be deemed to  
23 influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

24 A. The Parties hereto acknowledge that CONTRACTOR may be affiliated with one or more  
25 organizations or professional practices located in Orange County. CONTRACTOR therefore warrants  
26 that he/she shall not violate any applicable law, rule or regulation of any governmental entity relating to  
27 conflict of interest. Except as specified in the Services Paragraph of the Contract, CONTRACTOR shall  
not knowingly undertake any act which unjustifiably results in any relative benefit to any organization or  
professional practice with which he/she is affiliated as a direct or indirect result, whether economic or  
otherwise in nature, of the performance of duties and obligations required by the Contract, when compared  
to the result such act has on any other organization or professional practice.

28 B. CONTRACTOR shall annually submit an Outside Employment and/or Other Affiliation Statement  
29 to their supervisor.

## 30 VII. SEPARATE Cost REPORT

31 A. CONTRACTOR shall submit a Cost Report Reports for Period One, Period Two, Period Three,  
32 Period Four and Period Five, or for a portion thereof, to COUNTY no later than sixty (60) calendar days  
33 following the period for which they are prepared or termination of the this Contract. CONTRACTOR shall  
34 prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements,

1 GAAP and the Special Provisions Paragraph of the Contract. CONTRACTOR shall allocate direct and  
 2 indirect costs to and between programs, cost centers, services, and funding sources in accordance with  
 3 such requirements and consistent with prudent business practice, which costs and allocations shall be  
 4 supported by source documentation maintained by CONTRACTOR, and available at any time to  
 5 ADMINISTRATOR upon reasonable notice."

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

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

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

17 5. Page 18, Paragraph XII. Facilities, Payments and Services, subparagraph B of the  
 18 Contract is deleted in its entirety and replaced with the following:

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

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

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

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

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

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

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

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

16 "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 knowledge  
19 and belief, costs reimbursed through the Contract are reasonable and allowable and  
20 directly or indirectly related to the services provided and that this Cost Report is a true,  
21 correct, and complete statement from the books and records of (provider name) in  
22 accordance with applicable instructions, except as noted. I also hereby certify that I  
23 have the authority to execute the accompanying Cost Report.

24 Signed \_\_\_\_\_  
25 Name \_\_\_\_\_  
26 Title \_\_\_\_\_  
27 Date \_\_\_\_\_"

28 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

29 A. CONTRACTOR certifies that it and its principals:

30 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or  
31 voluntarily excluded by any federal department or agency.

32 2. Have not within a three-year period preceding the Contract been convicted of or had a civil  
33 judgment rendered against them for commission of fraud or a criminal offense in connection with  
34 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract  
35 under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement,  
36  
37

1 theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen  
2 property.

3 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or  
4 local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2.  
5 above.

6 4. Have not within a three-year period preceding the Contract had one or more public  
7 transactions (federal, state, or local) terminated for cause or default.

8 5. Shall not knowingly enter into any lower tier covered transaction with a person who is  
9 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred,  
10 suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless  
11 authorized by the State of California.

12 6. Shall include without modification, the clause titled "Certification Regarding Debarment,  
13 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions with  
14 sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance  
15 with 2 CFR Part 376.

16 B. The terms and definitions of this paragraph have the meanings set out in the Definitions and  
17 Coverage sections of the rules implementing 51 F.R. 6370.

### 18 **IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

19 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
20 prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
21 CONTRACTOR's intent to delegate the obligations hereunder, in either whole or in part, to  
22 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
23 Any attempted assignment or delegation in derogation of this paragraph shall be void.

24 B. CONTRACTOR agrees that if there is a change or transfer of ownership of CONTRACTOR's  
25 business prior to the completion of the Contract, and COUNTY agrees to an assignment of the Contract,  
26 the new owners shall be required under the terms of sale or other instruments of transfer to assume  
27 CONTRACTOR's duties and obligations contained in the Contract and complete them to the satisfaction  
of COUNTY. CONTRACTOR may not assign the rights here under, either in whole or in part, without the  
prior written consent of COUNTY.

1. If CONTRACTOR is a nonprofit 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 subparagraph shall be void.

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 Board of Directors or any governing body of CONTRACTOR at  
one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or  
delegation in derogation of this subparagraph shall be void.



1 3. If CONTRACTOR is a governmental organization, any change to another structure, including  
 2 a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of  
 3 Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an  
 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this  
 subparagraph shall be void.

4 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
 5 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  
 6 effective date of the assignment.

7 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
 8 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 or any governing body of  
 CONTRACTOR at one time.

9 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY  
 10 determines, in its sole discretion that the assignee is not qualified or is otherwise unacceptable to  
 COUNTY for the provision of services under the Contract.

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

14 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract  
 15 upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor subsequently fails to  
 meet the requirements of the Contract or any provisions that ADMINISTRATOR has required.  
 16 ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

17 2. No subcontractor shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
 pursuant to the Contract.

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

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

22 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status with  
 23 respect to name changes that do not require an assignment of the Contract. CONTRACTOR is also  
 obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against  
 24 COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance under the  
 Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise  
 25 prior to or during the period of Contract performance. While CONTRACTOR will be required to provide  
 this information without prompting from COUNTY any time there is a change in CONTRACTOR's name,  
 26 conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its  
 status in these areas whenever requested by COUNTY.

**X. DISPUTE RESOLUTION**

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of the Contract is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving the Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving the Contract, CONTRACTOR agrees to proceed diligently with the performance of services secured via the Contract, including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed diligently shall be considered a material breach of the Contract.

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

D. The Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret the Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

**XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

**XII. FACILITIES, PAYMENTS AND SERVICES**

A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance

1 with the Contract. COUNTY shall compensate, and authorize, when applicable, said services.  
 2 CONTRACTOR shall operate continuously throughout the term of the Contract with at least the minimum  
 3 number and type of staff which meet applicable federal and state requirements, and which are necessary  
 4 for the provision of the services hereunder.

5 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies  
 6 as required, ADMINISTRATOR may, at its sole discretion, reduce the separate Maximum Obligation.  
Obligations for any contract period. The reduction to the any Maximum Obligation shall be in an amount  
 7 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide  
 8 services, staffing, facilities or supplies. "

### 9 XIII. INDEMNIFICATION

10 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
 11 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
 12 districts and agencies which Orange County's Board of Supervisors acts as the governing Board ("County  
 13 Indemnitees") harmless from any claims, demands, liability of any kind or nature, including but not  
 14 limited to personal injury or property damage, misuse of contract funds, anything arising from or related  
 15 to the services, or other performance provided by CONTRACTOR, its agents, affiliates, contractors and  
 16 subcontractors pursuant to the Contract. If judgment is entered against CONTRACTOR and COUNTY  
 17 by a court of competent jurisdiction because of the negligence of COUNTY or County Indemnitees,  
 18 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.  
 19 Neither Party shall request a jury apportionment.

20 B. Each Party agrees that the insurance held by the other, whether commercial or self-insurance is  
 21 sufficient for the purpose of the Contract. CONTRACTOR shall require, in its performance under the  
 22 Contract, all of its contractors and subcontractors to carry adequate insurance as specified in all applicable  
 23 local, state and federal laws, and regulations applicable to contract funds.

### 24 XIV. INSPECTIONS AND AUDITS

25 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
 26 of the State of California, the Secretary of the United States Department of Health and Human Services,  
 27 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 the Contract, 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 of the Contract. Such persons may at all reasonable  
 times inspect or otherwise evaluate the services provided pursuant to the Contract, and the premises in  
 which they are provided.

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

5 C. AUDIT RESPONSE

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

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

18 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with  
 19 ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be  
 20 required during the term of the Contract.

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

25 **XV. LICENSES AND LAWS**

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

//

B. Consistent with 45 CFR 75.113, CONTRACTOR must disclose, in a timely manner, in writing  
 to COUNTY all information related to violations of federal criminal law involving fraud, bribery, or  
 gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to  
 COUNTY and to the HHS OIG at the following address:

1 Department of Health and Human Services  
 2 Health Resources and Services Administration  
 3 Office of Federal Assistance Management  
 4 Division of Grants Management Operations  
 5 5600 Fishers Lane, Mailstop 10SWH03  
 6 Rockville, MD 20879  
 7 AND  
 8 U.S. Department of Health and Human Services  
 9 Office of Inspector General  
 10 Attn: Mandatory Grant Disclosures, Intake Coordinator  
 11 330 Independence Avenue, SW, Cohen Building Room 5527  
 12 Washington, DC 20201  
 13 Fax: (202)2050604

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

- 17 1. ARRA of 2009.
- 18 2. Code of Federal Regulations, Title 42, Public Health.
- 19 3. H&SC 121025.
- 20 4. HIPAA Privacy Rule, as it may now exist, or be hereafter amended, as applicable.
- 21 5. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 22 6. WIC §15600, et seq., Elder Abuse and Dependent Adult Civil Protection Act.
- 23 7. 45 CFR Part 76, Drug Free Work Place.
- 24 8. CCR, Title 22, Division 6, Community Care Licensing Division.
- 25 9. Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October 30,  
 26 2009).
- 27 10. U.S. Department of Health and Human Services, National Institutes of Health (NIH) Grants  
 Policy Statement (10/13).
11. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy  
 Statement.
12. 45 CFR part 75-Uniform Administrative Requirements, Cost Principles, and Audit  
 Requirements for HHS Awards.
- //
13. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform  
 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
14. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS  
 Treatment Extension Act of 2009 (Public Law 111-87).

- 1 15. Section 106 (g) of the Trafficking Victims Act of 2000, as amended (22 U.S.C. 7104).
- 2 16. Further Consolidated Appropriations Act, 2020.
- 3 17. Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b (b)).
- 4 18. Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) as amended

by section 6202 of Public Law 110-252.

**XVI. 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 the Contract must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of the Contract, 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.

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 the Contract 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 the Contract, 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 the Contract. 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 the Contract. 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.

**XVII. MAXIMUM OBLIGATION**

6. Page 21, Paragraph XVII. Maximum Obligation of the Contract is deleted in its entirety and replaced with the following:

"The Total Maximum Obligation of COUNTY for services provided in accordance with the Contract is this Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in the Referenced Contract Provisions of the Contract.

**XVIII. MINIMUM WAGE LAWS**

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal

1 or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to  
 2 the Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors  
 3 or other persons providing services pursuant to the Contract on behalf of CONTRACTOR also pay their  
 4 employees no less than the greater of the federal or California Minimum Wage.

5 B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and  
 6 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards  
 7 pursuant to providing services pursuant to the Contract.

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

## 12 **XIX. NONDISCRIMINATION**

### 13 **A. EMPLOYMENT**

14 1. During the term of the Contract, CONTRACTOR and its Covered Individuals shall not  
 15 unlawfully discriminate against any employee or applicant for employment because of his/her race,  
 16 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,  
 17 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual  
 18 orientation, or military and veteran status. Additionally, during the term of the Contract, CONTRACTOR  
 19 and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully  
 20 discriminate against any employee or applicant for employment because of his/her race, religious creed,  
 21 color, national origin, ancestry, physical disability, mental disability, medical condition, genetic  
 22 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or  
 23 military and veteran status.

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

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

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

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
 and/or subcontractor shall state that all qualified applicants will receive consideration for employment  
 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental

1 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
 2 expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed  
 3 fulfilled by use of the term EOE.

4 6. Each labor union or representative of workers with which CONTRACTOR and/or  
 5 subcontractor has a collective bargaining Contract or other contract or understanding must post a notice  
 6 advising the labor union or workers' representative of the commitments under this Nondiscrimination  
 7 Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants  
 8 for employment.

9 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
 10 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
 11 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,  
 12 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,  
 13 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education  
 14 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964  
 15 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,  
 16 Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the Genetic Information  
 17 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and  
 18 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all  
 19 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph,  
 20 Discrimination includes, but is not limited to the following based on one or more of the factors identified  
 21 above: Contract.

- 22 1. Denying a client or potential client any service, benefit, or accommodation.
- 23 2. Providing any service or benefit to a client, which is different or is provided in a different  
 24 manner or at a different time from that provided to other clients.
- 25 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by  
 26 others receiving any service or benefit.
- 27 4. 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.
5. Assignment of times or places for the provision of services.

21 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients  
 22 through a written statement that CONTRACTOR's and/or subcontractor's clients may file all complaints  
 23 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and  
 24 ADMINISTRATOR.

25 1. Whenever possible, problems shall be resolved informally and at the point of service.  
 26 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to  
 27 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with  
 CONTRACTOR either orally or in writing.

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as



1 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

2 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with  
 3 the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented  
 4 in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended  
 5 (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of  
 6 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,  
 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together

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

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

## 13 XX. NOTICES

14 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
 15 authorized or required by the Contract shall be effective:

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

18 2. When faxed, transmission confirmed;

19 3. When sent by Email; or

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

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

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

27 D. For purposes of the Contract, any notice to be provided by COUNTY may be given by  
 ADMINISTRATOR.

**XXI. NOTIFICATION OF DEATH**

A. Upon becoming aware of the death of any person served pursuant to the Contract, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

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

2. WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to the Contract.

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to the Contract.

C. If there are any questions regarding the cause of death of any person served pursuant to the Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR should immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

**XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

**XXIII. RECORDS MANAGEMENT AND MAINTENANCE**

7. Page 26, Paragraph XXIII, Records Management and Maintenance of the Contract is deleted in its entirety and replaced with the following:

1 "A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the  
 2 term of the this Contract, prepare, maintain and manage records appropriate to the services provided and  
 3 in accordance with the Contract and all applicable requirements this Contract and all applicable  
 4 requirements. 1. CONTRACTOR shall maintain records that are adequate to  
 5 substantiate the services for which claims are submitted for reimbursement under this Contract and the  
 6 charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization  
 7 review records.

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

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

13 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN  
 14 Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was  
 15 rendered, and such additional information as ADMINISTRATOR or DHCS may require.

16 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and  
 17 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature  
 18 claimed to have been incurred in the performance of this Contract and in accordance with Medicare  
 19 principles of reimbursement and GAAP.

20 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747  
 21 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical  
 22 necessity of the service, and the quality of care provided. Records shall be maintained in accordance  
 23 with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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 and  
 31 implement written record management procedures.

32 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) ~~ten (10)~~ years  
 33 from the commencement ~~termination~~ of the contract ~~Contract~~, unless a longer period is required due to  
 34 legal proceedings such as litigations and/or settlement of claims.

35 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years  
 36 following discharge of the participant, client and/or patient.

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

39 G. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may  
 40 provide written approval to CONTRACTOR to maintain records in a single location, identified by  
 41 CONTRACTOR.

42 H. CONTRACTOR may be required to retain all records involving litigation proceedings and  
 43 settlement of claims for a longer term as directed by ADMINISTRATOR.

44 I. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of,  
 45 the this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all  
 46 information that is requested by the PRA request.

1  
2 **XXIV. RESEARCH AND PUBLICATION**

3 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,  
4 or developed, as a result of the Contract for the purpose of personal or professional research, or for  
5 publication.

6 **XXV. REVENUE**

7 A. CLIENT FEES – CONTRACTOR shall charge a fee to clients to whom services are provided  
8 pursuant to the Contract, their estates and responsible relatives, in accordance with the fee system  
9 designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services,  
10 but it shall not exceed the actual cost of services provided. No person shall be denied services because of  
11 an inability to pay.

12 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all  
13 available third-party reimbursement for which persons served pursuant to the Contract may be eligible.  
14 Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

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

22 **XXVI. SEVERABILITY**

23 If a court of competent jurisdiction declares any provision of the Contract or application thereof to  
24 any person or circumstances to be invalid or if any provision of the Contract contravenes any federal, state  
25 or county statute, ordinance, or regulation, the remaining provisions of the Contract or the  
26 application thereof shall remain valid, the remaining provisions of the Contract shall remain in full force  
27 and effect, and to that extent the provisions of the Contract are severable.

28 **XXVII. SPECIAL PROVISIONS**

29 A. CONTRACTOR shall not use the funds provided by means of the Contract for the following  
30 purposes:

- 31 1. Making cash payments to intended recipients of services through the Contract.
- 32 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
33 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use  
34 of appropriated funds to influence certain federal contracting and financial transactions).
- 35 3. Fundraising.

1 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
2 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.

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

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

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

11 8. Severance pay for separating employees.

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

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

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

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

20 13. Supplanting current funding for existing services.

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

26 15. To meet professional licensure or program licensure requirements.

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

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

1. Funding travel or training (excluding mileage or parking).

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

3. Payment for grant writing, consultants, certified public accounting, or legal services.

4. Purchase of artwork or other items that are for decorative purposes and do not directly  
contribute to the quality of services to be provided pursuant to the Contract.

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

1 C. To the greatest extent practicable, all equipment and products purchased with funds made  
2 available through the Contract should be American-made.

### 3 **XXVIII. STATUS OF CONTRACTOR**

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

### 12 **XXIX. TERM**

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

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

### 19 **XXIX. TERMINATION**

20 A. Either party may terminate the Contract, without cause, upon thirty (30) calendar days' written  
21 notice given the other party.

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

26 C. COUNTY may terminate the Contract immediately, upon written notice, on the occurrence of  
27 any of the following events:

- 26 1. The loss by CONTRACTOR of legal capacity.
- 27 2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to

1 another entity without the prior written consent of COUNTY.

2 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
3 required pursuant to the Contract.

4 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of the  
5 Contract.

6 6. The continued incapacity of any physician or licensed person to perform duties required  
7 pursuant to the Contract.

8 7. Unethical conduct or malpractice by any physician or licensed person providing services  
9 pursuant to the Contract; provided, however, COUNTY may waive this option if CONTRACTOR  
10 removes such physician or licensed person from serving persons treated or assisted pursuant to the  
11 Contract.

#### 12 D. CONTINGENT FUNDING

13 1. Any obligation of COUNTY under the Contract is contingent upon the following:

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

16 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
17 approved by the Board of Supervisors.

18 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
19 terminate or renegotiate the Contract upon thirty (30) calendar days' written notice given  
20 CONTRACTOR. If COUNTY elects to renegotiate the Contract due to reduced or terminated funding,  
21 CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

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

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

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

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

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

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

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

2 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

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

6 8. Page 30, Paragraph XXIX, Termination, subparagraph F, of the Contract is deleted in its entirety and replaced with the following:

8 "F. In the event the Contract is terminated by either party pursuant to Subparagraphs A, B., C. or, and D. above, CONTRACTOR shall do the following:

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

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

11 3. Until the date of termination, continue to provide the same level of service required by the Contract.

12 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.

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

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

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

17 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 that 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."

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

21 **XXX. THIRD PARTY BENEFICIARY**

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

24 **XXXI. WAIVER OF DEFAULT OR BREACH**

25 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 the Contract 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 the Contract.



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

3 CITY OF ANAHEIM

4  
5 BY: \_\_\_\_\_

DATED: \_\_\_\_\_

6  
7 TITLE: \_\_\_\_\_

8  
9 BY: \_\_\_\_\_

DATED: \_\_\_\_\_

10  
11 TITLE: \_\_\_\_\_

12  
13 COUNTY OF ORANGE

14  
15 BY: \_\_\_\_\_

DATED: \_\_\_\_\_

16 HEALTH CARE AGENCY

17  
18  
19 APPROVED AS TO FORM  
20 OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

21  
22 BY: \_\_\_\_\_

DATED: \_\_\_\_\_

23 DEPUTY

24  
25  
26 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any  
27 Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If  
the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by -laws whereby the board of directors has  
empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

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EXHIBIT A  
TO CONTRACT FOR PROVISION OF  
RENTAL ASSISTANCE PROGRAM SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
CITY OF ANAHEIM

OCTOBER 1, 2020 THROUGH FEBRUARY 28, 2021

~~9. Exhibit A of the Contract is deleted in its entirety and replaced with the following Exhibit A:~~

**I. ASSURANCES**

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

           A. Use Ryan White funds as payer of last resort. CONTRACTOR shall not use Ryan White or HRSA Ending the HIV Epidemic (EHE) funds to make payments for any item or service to the extent that payment for the item or service has been made or can reasonably be expected to be made:

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

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

           C. Provide services in a setting that is accessible to individuals with HIV.

           D. Permit and cooperate with any official federal or state investigation undertaken regarding programs conducted under the Ryan White Act or Ending the HIV Epidemic Initiative.

**II. BUDGET**

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

|                                   | <u>Period<br/>One</u>   | <u>Period<br/>Two</u>    | <u>Period<br/>Three</u>  | <u>Period<br/>Four</u>   | <u>Period<br/>Five</u>   | <u>Total</u>             |
|-----------------------------------|-------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b><u>ADMINISTRATIVE COST</u></b> |                         |                          |                          |                          |                          |                          |
| <u>Salaries</u>                   | <u>\$ 3,500</u>         | <u>\$ 4,560</u>          | <u>\$ 4,560</u>          | <u>\$ 4,560</u>          | <u>\$ 4,560</u>          | <u>\$ 21,740</u>         |
| <u>Benefits</u>                   | <u>\$ 1,500</u>         | <u>\$ 5,390</u>          | <u>\$ 5,390</u>          | <u>\$ 5,390</u>          | <u>\$ 5,390</u>          | <u>\$ 23,060</u>         |
| <u>SUBTOTAL</u>                   | <u>\$ 5,000</u>         | <u>\$ 9,950</u>          | <u>\$ 9,950</u>          | <u>\$ 9,950</u>          | <u>\$ 9,950</u>          | <u>\$ 44,800</u>         |
| <b><u>PROGRAM COST</u></b>        |                         |                          |                          |                          |                          |                          |
| <u>Salaries</u>                   | <u>\$ 7,000</u>         | <u>\$ 14,000</u>         | <u>\$ 14,000</u>         | <u>\$ 14,000</u>         | <u>\$ 14,000</u>         | <u>\$ 63,000</u>         |
| <u>Benefits</u>                   | <u>\$ 2,000</u>         | <u>\$ 16,000</u>         | <u>\$ 16,000</u>         | <u>\$ 16,000</u>         | <u>\$ 16,000</u>         | <u>\$ 66,000</u>         |
| <u>Services and Supplies</u>      |                         |                          |                          |                          |                          |                          |
| <u>EHE HRSA RAP Payment</u>       | <u>\$ 35,500</u>        | <u>\$ 72,000</u>         | <u>\$ 72,000</u>         | <u>\$ 72,000</u>         | <u>\$ 72,000</u>         | <u>\$ 323,500</u>        |
| <u>Operational Costs</u>          | <u>\$ 500</u>           | <u>\$ 550</u>            | <u>\$ 550</u>            | <u>\$ 550</u>            | <u>\$ 550</u>            | <u>\$ 2,700</u>          |
| <u>SUBTOTAL</u>                   | <u>\$ 45,000</u>        | <u>\$ 102,550</u>        | <u>\$ 102,550</u>        | <u>\$ 102,550</u>        | <u>\$ 102,550</u>        | <u>\$ 455,200</u>        |
| <b><u>TOTAL COSTS</u></b>         | <b><u>\$ 50,000</u></b> | <b><u>\$ 112,500</u></b> | <b><u>\$ 112,500</u></b> | <b><u>\$ 112,500</u></b> | <b><u>\$ 112,500</u></b> | <b><u>\$ 500,000</u></b> |

ADMINISTRATIVE COST

|          |          |
|----------|----------|
| Salaries | \$ 3,500 |
| Benefits | \$ 1,500 |
| SUBTOTAL | \$ 5,000 |

PROGRAM COSTS

|                       |           |
|-----------------------|-----------|
| Salaries              | \$ 7,000  |
| Benefits              | \$ 2,000  |
| Services and Supplies | \$ 500    |
| Rental Assistance     | \$ 35,500 |
| SUBTOTAL              | \$ 45,000 |
| TOTAL COSTS           | \$ 50,000 |

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

11        C. CONTRACTOR's administrative costs cannot exceed ten percent (10%) of the total costs.  
 12 Overhead expenses (e.g., rent, utilities, repair and maintenance) are considered administrative costs.

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

17        E. In the event CONTRACTOR's actual costs are ten percent (10%) or more below the percent  
 18 of projected contracted costs; and CONTRACTOR's plan is not acceptable to ADMINISTRATOR, or  
 19 CONTRACTOR fails to submit a plan within the time period specified by ADMINISTRATOR,  
 20 ADMINISTRATOR may reduce the Maximum Obligation of the Contract to CONTRACTOR's actual  
 21 costs. ADMINISTRATOR shall notify CONTRACTOR in writing of such reduction.

22 ADMINISTRATOR may reduce the "not to exceed" amount of the Contract to CONTRACTOR's actual  
 23 costs. ADMINISTRATOR shall notify CONTRACTOR in writing of such reduction.

24 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget  
 25 Paragraph of this Exhibit A to the Contract.

### 26 **III. PAYMENTS**

27        A. BASIS FOR REIMBURSEMENT -COUNTY shall pay CONTRACTOR shall submit  
 28 invoices monthly, in arrears, for the actual costs of providing the services described hereunder, less  
 29 revenues which are actually received by CONTRACTOR provided, however, the total of such payments  
 30 does not exceed COUNTY's Maximum Obligation, as stipulated below set forth in the Referenced  
 31 Contract Provisions of the Contract and provided further, CONTRACTOR's costs are reimbursable  
 32 pursuant to ADMINISTRATOR county, state and/or federal regulations. All payments are interim payments  
 33 only and are subject to final settlement in accordance with the Cost Report Paragraph of the Contract.  
 34 ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the interim  
 35 payment amount specified above has not been fully paid.

36 1. ADMINISTRATOR shall use the Expenditure and Revenue Report specified in the  
 37 Reports Paragraph of this Exhibit A to the Contract to determine payment to CONTRACTOR.

38 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the  
 39 monthly interim payments exceed the actual cost of providing services, ADMINISTRATOR may reduce  
 40 COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-  
 41 date interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by  
 42 CONTRACTOR.

43 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the  
 44 interim payment amounts are less than the actual cost of providing services, ADMINISTRATOR may  
 45 authorize a supplemental payment to CONTRACTOR by an amount

46 not to exceed the difference between the year-to-date interim payment amount to CONTRACTOR and  
 47 the year-to-date actual cost incurred by CONTRACTOR.

       B. CONTRACTOR's billing shall be on forms a form approved or supplied by COUNTY and  
 provide such information as is required by ADMINISTRATOR. ADMINISTRATOR shall release

1 said Billings are due the twentieth (20th) calendar day of each month and payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of a the correctly completed invoice. billing form.

2  
3 1. Upon execution of the Contract, ADMINISTRATOR shall make a one-time payment of  
4 \$45,000 to CONTRACTOR for Rental Assistance Program Services upon receipt of a correctly completed  
5 invoice.

6 2. Upon execution of the Contract, ADMINISTRATOR shall make a payment to  
7 CONTRACTOR in the amount of \$2,500 for Administrative Costs. An additional payment of \$2,500 will  
8 be made to CONTRACTOR in December 2020 upon receipt of a correctly completed invoice. The  
9 maximum reimbursement amount for Administrative Costs is not to exceed \$5,000 during the Contract  
10 period.

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

12 D. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay all or a part of any payment if CONTRACTOR fails to comply with any provision of the Contract.

13 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of this Contract, except as may otherwise be provided under this Contract, or specifically agreed upon in a subsequent contract.

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

15 G. CFDA Information

16 1. Catalog of Federal Domestic Assistance (CFDA) - The Contract includes federal funds paid to CONTRACTOR. The CFDA number(s) and associated information for federal funds paid through the Contract is specified below:

17 CFDA Year: 2020  
18 CFDA No.: 93.686  
19 Program Title: Ending the HIV Epidemic: A Plan for America – Ryan White  
20 HIV/AIDS  
Program Parts A and B  
21 Federal Agency: Department of Health and Human Services  
22 Award Name: Ending the HIV Epidemic  
23 Amount: \$50,000,000

24 4  
2. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by OMB Circular Number A-133.

25 5  
3. ADMINISTRATOR may revise the CFDA information listed above at any time, and shall notify CONTRACTOR in writing of said revisions.

26 B  
H. DISALLOWED COSTS - CONTRACTOR may not use funds to pay for the following:

27 1. Procurement or improvement of land, or to procure, construct or permanently improve any building or other facility (other than minor remodeling with prior HRSA approval),

- 1 [REDACTED] 2. Cash payments to service recipients,
- 2 [REDACTED] 3. Clinical research,
- 3 [REDACTED] 4. Syringe Services Programs (SSPs). Some aspects of SSPs are allowable with HRSA's
- 4 prior approval and in compliance with HHS and HRSA policy,
- 5 [REDACTED] 5. Pre Exposure Prophylaxis (PrEP) medications and related medical services or Post
- 6 Exposure Prophylaxis (PEP), as the person using PrEP or PEP does not have HIV and therefore not
- 7 eligible for HRSA HAB initiative funded medication,
- 8 [REDACTED] 6. Development of materials designed to promote or encourage intravenous drug use or
- 9 sexual activity, whether homosexual or heterosexual,
- 10 [REDACTED] 7. Procurement of vehicles without written HRSA Grants Management Officer approval,
- 11 [REDACTED] 8. Non-targeted marketing or promotions or advertising about HIV services that target the
- 12 general public,
- 13 [REDACTED] 9. Broad-scope awareness activities about HIV services that target the general public,
- 14 [REDACTED] 10. Outreach activities that have HIV prevention education as their exclusive purpose,
- 15 [REDACTED] 11. Influencing or attempting to influence members of Congress and other Federal
- 16 personnel,
- 17 [REDACTED] 12. Foreign travel, and
- 18 [REDACTED] 13. Public relations/advertising without HRSA Project Officer approval to support the goals
- 19 of the approved federal project. [REDACTED]

C. I. RECAPTURE OF FUNDS [REDACTED]

1. If the Contract is terminated for cause, CONTRACTOR shall return to COUNTY one-fifth ~~twelfth~~ (1/5~~12~~) of Four Hundred and Fifty Thousand dollars for each full month remaining in the term of the Contract.

2. If COUNTY in its sole discretion, which cannot be unreasonable, determines that any portion of the Grant Award funds have been used by CONTRACTOR for any purpose other than to expand housing availability under CONTRACTOR's Housing and Urban Development Rental Assistance Program (RAP), COUNTY has a right to terminate the Contract immediately. Upon such termination, CONTRACTOR shall return to COUNTY all or a portion of the Grant Award funds referenced in Paragraph II.A and shall return to COUNTY all portions of the Grant Award funds used for any purpose other than to expand housing availability under CONTRACTOR's Housing and Urban Development RAP.

3. Upon receipt of a notice of termination or demand to recapture award funds, CONTRACTOR has sixty (60) calendar days to return all or a portion of the Grant Award funds identified in this Recapture of Funds Paragraph to COUNTY.

D. J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Contract.

IV. REPORTS

A. CONTRACTOR shall maintain records and make reports as required by ADMINISTRATOR. Such reports shall include, but may not be limited to fiscal, programmatic, and grant-related data reporting. [REDACTED] CONTRACTOR understands that failure to provide said reports or meet any of the requirements of this Reports Paragraph shall be cause for ADMINISTRATOR to withhold or delay any or a portion of payments to CONTRACTOR under as specified in the Payments Paragraph of this Exhibit A to the Contract.

B. FISCAL

1. Quarterly Year-End Projection - In support of monthly billings. CONTRACTOR shall submit a Year-End Projection monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided or approved by ADMINISTRATOR and shall report anticipated units of services to be provided, and projected actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Contract. Such reports shall include the actual monthly costs, and revenues as the number of the date submitted and anticipated monthly costs and revenues projected through year-end. Year-End

1 Projection Reports shall be due on the third Monday of November and January units of service provided  
 2 by CONTRACTOR with funds from this Contract (Units of Service Report). The reports shall be due to  
 3 ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the month being  
 4 reported, unless otherwise agreed to in writing by ADMINISTRATOR.

5 2. Expenditure and Revenue Report

6 a. No later than sixty (60) calendar days following expiration or earlier termination of the  
 7 Contract, C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to  
 8 ADMINISTRATOR, for informational purposes only, an Expenditure and Revenue Report for the service  
 9 period, or portion thereof. Such report . These reports shall be prepared in accordance with the procedure  
 10 that is on a form provided or approved by ADMINISTRATOR and GAAP.

11 b. CONTRACTOR may shall report staff by position, actual staff hours worked, and the  
 12 employees' names. The reports shall be required due to submit periodic Expenditure and Revenue  
 13 Report throughout the term of the Contract as reasonably requested by COUNTY. ADMINISTRATOR  
 14 no later than the twentieth (20th) calendar day following the end of the month being reported, unless  
 15 otherwise agreed to in writing by ADMINISTRATOR.

16 C D. PROGRAMMATIC – CONTRACTOR shall submit triannual programmatic reports to  
 17 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and  
 18 shall include but not be limited to, staff changes and corresponding impact on services, status of licensure  
 19 and/or certifications, changes in populations being served and reasons for any such changes.  
 20 CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of  
 21 the Contract and, if not, shall specify what steps will be taken to achieve satisfactory progress. The  
 22 reports shall be due on the first Monday of July, November, and March, unless otherwise agreed to in  
 23 writing by the ADMINISTRATOR.

24 D E. RYAN WHITE DATA REPORT (RWDR)/RYAN WHITE SERVICES REPORT (RSR) –  
 25 CONTRACTOR shall submit to ADMINISTRATOR in a format provided or approved by  
 26 ADMINISTRATOR, documentation of services provided, including characteristics of clients receiving  
 27 those services and descriptive information about CITY's organization. RWDR/RSR documentation shall  
 be received by ADMINISTRATOR no later than February 1 of the preceding calendar year.

E F. COUNTYWIDE DATA REPORT – CONTRACTOR shall fully comply with ADMINISTRATOR  
 requirements for real-time data reporting of client demographics and selected service delivery information  
 for funded services. For purposes of the Contract, real-time data reporting shall be defined as entering  
 data into ADMINISTRATOR's designated data system within two (2) business days of providing services,  
 unless otherwise agreed upon in writing. For other service delivery information, CONTRACTOR shall  
 enter data into ADMINISTRATOR's designated data system within five (5) business days of providing  
 services. ADMINISTRATOR and CONTRACTOR shall confer and mutually agree to which service  
delivery information must be reported within two (2) days of providing services. mutually agree to which  
 service delivery information must be reported within two (2) days of providing services.

F. UNITS OF SERVICE REPORT – CONTRACTOR shall submit units of service reports by the  
 20<sup>th</sup> of November and, January following service delivery.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 Reports Paragraph of this Exhibit A to the Contract.

**V. SERVICES**

A. CONTRACTOR shall make all services specified herein available to eligible persons who  
 reside in Orange County with HIV, in accordance with the Contract. Parties understand that Common



Standards of Care have been developed for all HIV Services and service-specific Standards of Care have been developed for some services. CONTRACTOR shall adhere to the standards of care approved by ADMINISTRATOR. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to adjust the Eligibility and Units of Service Subparagraphs set forth below for each program.

B. CONTRACTOR acknowledges that the Contract is funded through the Ending the HIV Epidemic initiative Initiative, and that said funding is to be funding of last resort and may only be used to provide services when adequate alternative services are unavailable and no other resources exist to fund the services, as further set forth in Paragraph I. Assurances of this Exhibit A.

C. RENTAL ASSISTANCE PROGRAM (RAP)

1. Definition – DEFINITION: Provision of financial payments on behalf of a client to a landlord to ensure housing is maintained.

2. Scope of Services – SCOPE OF SERVICES: CONTRACTOR shall provide monthly RAP payments on behalf of eligible clients in accordance with U.S. Department of Housing and Urban Development (HUD) requirements for the RAP.

3. ELIGIBILITY – ELIGIBILITY: CONTRACTOR shall ensure clients meet the following service qualifications for RAP:

- a. Be homeless or homelessness was documented at initiation of program
- b. Have an income under 50% of area median income
- c. b. Be disabled due to HIV positive

4. UNITS/UNIT OF SERVICE – A unit is defined as a RAP housing payment. CONTRACTOR shall, at minimum, provide the following units of service:

- a. Proposed Number of Clients to be Served: (annually): 10
- b. Proposed Units of Service (No. of annual RAP Housing Payments): 30/120

5. CONTRACTOR shall develop and maintain formal referral relationships with appropriate entities to facilitate early intervention services for low-income individuals with HIV.

6. Unless otherwise stated, CONTRACTOR shall verify proof of HIV status

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

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

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

10. It is understood by both parties that ADMINISTRATOR places a high degree of importance on the availability of accurate and timely data. Examples include data on costs, utilization, and the cost-effectiveness of HIV-related services. CONTRACTOR shall cooperate fully in meeting data requests and requirements specified by ADMINISTRATOR, including, at minimum, monthly entry of client demographic data, service eligibility verification, service utilization information, and instant reporting of service delivery. In addition, CONTRACTOR shall submit any data or report required by the funding source of agencies providing services.

D. CONTRACTOR shall ensure that generalized good neighbor practices for services and facility(ies) are in place and include:

- 1. Property maintenance and appearance (ex. minimizing trash around facility grounds).



1 EXHIBIT B  
 2 TO CONTRACT FOR PROVISION OF  
 3 RENTAL ASSISTANCE PROGRAM SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 CITY OF ANAHEIM  
 7 OCTOBER 1, 2020 THROUGH FEBRUARY 28, 2021

8  
9 **I. BUSINESS ASSOCIATE CONTRACT**

10 **VII. STAFFING**

11 **A. GENERAL PROVISIONS AND RECITALS**

12 1. The parties agree that the terms used, but not otherwise defined below in Subparagraph B.,  
13 shall have the same meaning given to such terms under the Health Insurance Portability and  
14 Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for  
15 Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing  
16 regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter  
17 amended.

18 2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and  
19 the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that  
20 CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of  
21 COUNTY pursuant to, and as set forth in, the Contract that are described in the definition of “Business  
22 Associate” in 45 CFR § 160.103.

23 3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the  
24 terms of the Contract, some of which may constitute Protected Health Information (“PHI”), as defined  
25 below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities  
26 pursuant to, and as set forth, in the Contract.

27 4. The parties intend to protect the privacy and provide for the security of PHI that may be  
created, received, maintained, transmitted, used, or disclosed pursuant to the Contract in compliance with  
the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act,  
and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA  
regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by  
other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in

1 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to a covered  
 2 entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of  
 3 this Business Associate Contract and the applicable standards, implementation specifications, and  
 4 requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with  
 5 respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant  
 6 to the Contract.

## 7 B. DEFINITIONS

8 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to  
 9 manage the selection, development, implementation, and maintenance of security measures to protect  
 10 electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of  
 11 that information.

12 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted  
 13 under the HIPAA Privacy Rule that compromises the security or privacy of the PHI.

### 14 a. Breach excludes:

15 1) Any unintentional acquisition, access, or use of PHI by a workforce member or  
 16 person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use  
 17 was made in good faith and within the scope of authority and does not result in further use or disclosure  
 18 in a manner not permitted under the Privacy Rule.

19 2) Any inadvertent disclosure by a person who is authorized to access PHI at  
 20 CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health  
 21 care arrangement in which COUNTY participates, and the information received as a result of such  
 22 disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

23 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that  
 24 an unauthorized person to whom the disclosure was made would not reasonably have been able to retain  
 25 such information.

26 b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or  
 27 disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach  
 unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised  
 based on a risk assessment of at least the following factors:

1) The nature and extent of the PHI involved, including the types of identifiers and the  
 likelihood of re-identification;

2) The unauthorized person who used the PHI or to whom the disclosure was made;

3) Whether the PHI was actually acquired or viewed; and

4) The extent to which the risk to the PHI has been mitigated.

3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy  
 Rule in 45 CFR § 164.501.

4. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy

1 Rule in 45 CFR § 164.501.

2 5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in  
3 45 CFR § 160.103.

4 6. “Health Care Operations” shall have the meaning given to such term under the HIPAA  
5 Privacy Rule in 45 CFR § 164.501.

6 7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR  
7 § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45  
8 CFR § 164.502(g).

9 8. “Physical Safeguards” are physical measures, policies, and procedures to protect  
10 CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and  
11 environmental hazards, and unauthorized intrusion.

12 9. “The HIPAA Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable  
13 Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

14 10. “Protected Health Information” or “PHI” shall have the meaning given to such term under  
15 the HIPAA regulations in 45 CFR § 160.103.

16 11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy  
17 Rule in 45 CFR § 164.103.

18 12. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his  
19 or her designee.

20 13. “Security Incident” means attempted or successful unauthorized access, use, disclosure,  
21 modification, or destruction of information or interference with system operations in an information  
22 system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans,  
23 “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by  
24 CONTRACTOR.

25 14. “The HIPAA Security Rule” shall mean the Security Standards for the Protection of  
26 electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

27 15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in  
45 CFR § 160.103.

16. “Technical safeguards” means the technology and the policy and procedures for its use that  
protect electronic PHI and control access to it.

17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable,  
unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology  
specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR §  
160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to

1 CONTRACTOR other than as permitted or required by this Business Associate Contract or as required  
2 by law.

3 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business  
4 Associate Contract and the Contract, to prevent use or disclosure of PHI COUNTY discloses to  
5 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
6 other than as provided for by this Business Associate Contract.

7 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR  
8 Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
9 creates, receives, maintains, or transmits on behalf of COUNTY.

10 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is  
11 known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the  
12 requirements of this Business Associate Contract.

13 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI  
14 not provided for by this Business Associate Contract of which CONTRACTOR becomes aware.  
15 CONTRACTOR must report Breaches of Unsecured PHI in accordance with Paragraph E below and as  
16 required by 45 CFR § 164.410.

17 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or  
18 transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through  
19 this Business Associate Contract to CONTRACTOR with respect to such information.

20 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of  
21 establish a written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed  
22 by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If  
23 CONTRACTOR maintains an Electronic Health Record with PHI, and an individual requests a copy of  
24 such information in an electronic format, CONTRACTOR shall provide such information in an electronic  
25 format.

26 8. CONTRACTOR agrees to make any amendment(s) to PHI in a Designated Record Set that  
27 COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual,  
within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify  
COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CONTRACTOR agrees to make internal practices, books, and records, including policies and  
procedures, relating to the use and disclosure of PHI received from, or created or received by  
CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner  
as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining  
COUNTY's compliance with the HIPAA Privacy Rule.

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to  
CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,  
and to make information related to such Disclosures available as would be required for COUNTY to

1 //

2 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with  
3 45 CFR § 164.528.

4 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in  
5 a time and manner to be determined by COUNTY, that information collected in accordance with the  
6 Contract, in order to permit COUNTY to respond to a request by an Individual for an accounting of  
7 Disclosures of PHI in accordance with 45 CFR § 164.528.

8 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation  
9 under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45  
10 CFR Part 164 that apply to COUNTY in the performance of such obligation.

11 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by  
12 a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all  
13 Code of Conduct for employees, subcontractors and agents who have access to the Social Security data,  
14 including employees, agents, subcontractors and agents of its subcontractors.

15 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a  
16 criminal proceeding for a violation of HIPAA. COUNTY may terminate the Contract, if CONTRACTOR  
17 is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Contract,  
18 if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or  
19 security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil  
20 proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature  
21 and seriousness of the violation in deciding whether or not to terminate the Contract.

22 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting  
23 CONTRACTOR in the performance of its obligations under the Contract, available to COUNTY at no  
24 cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative  
25 proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed  
26 violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves  
27 inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee  
or agent is a named adverse party.

16. The Parties acknowledge that federal and state laws relating to electronic data security and  
privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to  
provide for procedures to ensure compliance with such developments. The Parties specifically agree to  
take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH  
Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon  
COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY  
concerning an amendment to this Business Associate Contract embodying written assurances consistent  
with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other  
applicable laws. COUNTY may terminate the Contract upon thirty (30) days written notice in the event:

1 a. CONTRACTOR does not promptly enter into negotiations to amend this Business  
2 Associate Contract when requested by COUNTY pursuant to this Paragraph C; or

3 b. CONTRACTOR does not enter into an amendment providing assurances regarding the  
4 safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of  
5 HIPAA, the HITECH Act, and the HIPAA regulations.

6 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to  
7 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph  
8 B.2.a above.

#### 9 D. SECURITY RULE

10 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and  
11 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with  
12 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to  
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.  
14 CONTRACTOR shall develop and maintain a written information privacy and security program that  
15 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of  
16 CONTRACTOR's operations and the nature and scope of its activities.

17 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to  
18 comply with the standards, implementation specifications and other requirements of 45 CFR Part 164,  
19 Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its  
20 current and updated policies upon request.

21 3. CONTRACTOR shall ensure the continuous security of all computerized data systems  
22 containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,  
23 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents  
24 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
25 or transmits on behalf of COUNTY. These steps shall include, at a minimum:

26 a. Complying with all of the data system security precautions listed under Paragraphs E,  
27 below;

b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in  
conducting operations on behalf of COUNTY;

c. Providing a level and scope of security that is at least comparable to the level and scope  
of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix  
III - Security of Federal Automated Information Systems, which sets forth guidelines for automated  
information systems in Federal agencies;

4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or  
transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to  
the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it



1 becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Paragraph  
2 E below and as required by 45 CFR § 164.410.

3 6. CONTRACTOR shall designate a Security Officer to oversee its data security program who  
4 shall be responsible for carrying out the requirements of this paragraph and for communicating on security  
5 matters with COUNTY.

#### 6 E. DATA SECURITY REQUIREMENTS

##### 7 1. Personal Controls

8 a. Employee Training. All workforce volunteers, interns and members who assist in the  
9 performance of functions or activities on behalf of COUNTY in connection with Contract, or access or  
10 disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or  
11 transmits on behalf of COUNTY, must complete information privacy and security training, at least  
12 annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and  
13 security training must sign a certification, indicating the member's name and the date on which the training  
14 was completed. These certifications must be retained for a period of six (6) years following the  
15 termination of Contract.

16 b. Employee Discipline. Appropriate sanctions must be applied against workforce  
17 members who fail to comply with any provisions of CONTRACTOR's privacy policies and procedures,  
18 including termination of employment where appropriate.

19 c. Confidentiality Statement. All persons that will be working with PHI COUNTY  
20 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
21 COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and  
22 Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the  
23 workforce member prior to access to such PHI. The statement must be renewed annually. The  
24 CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for  
25 a period of six (6) years following the termination of the Contract.

26 d. Background Check. Before a member of the workforce may access PHI COUNTY  
27 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
COUNTY, a background screening of that worker must be conducted. The screening should be  
commensurate with the risk and magnitude of harm the employee could cause, with more thorough  
screening being done for those employees who are authorized to bypass significant technical and  
operational security controls. The CONTRACTOR shall retain each workforce member's background  
check documentation for a period of three (3) years.

##### 28 2. Technical Security Controls

29 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY  
30 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
31 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which  
32 is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full

1 disk unless approved by the COUNTY.

2 b. Server Security. Servers containing unencrypted PHI COUNTY discloses to  
3 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
4 must have sufficient administrative, physical, and technical controls in place to protect that data, based  
upon a risk assessment/system security review.

5 c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses  
6 to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
required to perform necessary business functions may be copied, downloaded, or exported.

7 d. Removable media devices. All electronic files that contain PHI COUNTY discloses to  
8 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
9 must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives,  
10 floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm,  
11 which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises”  
if it is only being transported from one of CONTRACTOR’s locations to another of CONTRACTOR’s  
locations.

12 e. Antivirus software. All workstations, laptops and other systems that process and/or store  
13 PHICOUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits  
14 on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution  
with automatic updates scheduled at least daily.

15 f. Patch Management. All workstations, laptops and other systems that process and/or store  
16 PHICOUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits  
17 on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There  
18 must be a documented patch management process that determines installation timeframe based on risk  
19 assessment and vendor recommendations. At a maximum, all applicable patches must be installed within  
30 days of vendor release. Applications and systems that cannot be patched due to operational reasons  
must have compensatory controls implemented to minimize risk, where possible.

20 g. User IDs and Password Controls. All users must be issued a unique user name for  
21 accessing PHICOUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
22 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password  
23 changed upon the transfer or termination of an employee with knowledge of the password, at maximum  
24 within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be  
25 a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords  
26 must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or  
compromised. Passwords must be composed of characters from at least three of the following four groups  
from the standard keyboard:

- 27 1) Upper case letters (A-Z)
- 2) Lower case letters (a-z)

1 3) Arabic numerals (0-9)

2 4) Non-alphanumeric characters (punctuation symbols)

3 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to  
4 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
5 must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or  
6 by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-  
7 88. Other methods require prior written permission by COUNTY.

8 i. System Timeout. The system providing access to PHI COUNTY discloses to  
9 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
10 must provide an automatic timeout, requiring re-authentication of the user session after no more than 20  
11 minutes of inactivity.

12 j. Warning Banners. All systems providing access to PHI COUNTY discloses to  
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
14 must display a warning banner stating that data is confidential, systems are logged, and system use is for  
15 business purposes only by authorized users. User must be directed to log off the system if they do not  
16 agree with these requirements.

17 k. System Logging. The system must maintain an automated audit trail that can identify  
18 the user or system process that initiates a request for PHI COUNTY discloses to CONTRACTOR or  
19 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such  
20 PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must  
21 be read only, and must be restricted to authorized users. If such PHI is stored in a database, database  
22 logging functionality must be enabled. Audit trail data must be archived for at least 3 years after  
23 occurrence.

24 l. Access Controls. The system providing access to PHI COUNTY discloses to  
25 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
26 must use role based access controls for all user authentications, enforcing the principle of least privilege.

27 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to  
CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is  
128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files  
containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website  
access, file transfer, and E-Mail.

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and  
protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,

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or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a  
comprehensive intrusion detection and prevention solution.

1           3. Audit Controls

2           a. System Security Review. CONTRACTOR must ensure audit control mechanisms that  
3 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY  
4 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
5 COUNTY must have at least an annual system risk assessment/security review which provides assurance  
6 that administrative, physical, and technical controls are functioning effectively and providing adequate  
7 levels of protection. Reviews should include vulnerability scanning tools.

8           b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to  
9 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
10 must have a routine procedure in place to review system logs for unauthorized access.

11           c. Change Control. All systems processing and/or storing PHI COUNTY discloses to  
12 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
13 must have a documented change control procedure that ensures separation of duties and protects the  
14 confidentiality, integrity and availability of data.

15           4. Business Continuity/Disaster Recovery Control

16           a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan  
17 to enable continuation of critical business processes and protection of the security of PHI COUNTY  
18 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
19 COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance  
20 or situation that causes normal computer operations to become unavailable for use in performing the work  
21 required under the Contract for more than 24 hours.

22           b. Data Backup Plan. CONTRACTOR must have established documented procedures to  
23 backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule  
24 for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount  
25 of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly  
26 full backup and monthly offsite storage of DHCS data. Business Continuity Plan (BCP) for contractor  
27 and COUNTY (e.g. the application owner) must merge with the DRP.

28           5. Paper Document Controls

29           a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
30 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended  
31 at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that  
32 information is not being observed by an employee authorized to access the information. Such PHI  
33 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in  
34 baggage on commercial airplanes.

35           b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR  
36 or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be  
37 escorted and such PHI shall be kept out of sight while visitors are in the area.

1 c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or  
 2 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of  
 3 through confidential means, such as cross cut shredding and pulverizing.

4 d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
 5 creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises  
 6 of the CONTRACTOR except with express written permission of COUNTY.

7 e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or  
 8 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left  
 9 unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement  
 10 notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended  
 11 recipient before sending the fax.

12 f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or  
 13 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and  
 14 secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include 500  
 15 or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or  
 16 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package  
 17 shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless  
 18 the prior written permission of COUNTY to use another method is obtained.

#### 14 F. BREACH DISCOVERY AND NOTIFICATION

15 1. Following the discovery of a Breach of Unsecured PHI , CONTRACTOR shall notify  
 16 COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law  
 17 enforcement official pursuant to 45 CFR § 164.412.

18 a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which  
 19 such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known  
 20 to CONTRACTOR.

21 b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known,  
 22 or by exercising reasonable diligence would have known, to any person who is an employee, officer, or  
 23 other agent of CONTRACTOR, as determined by federal common law of agency.

24 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY  
 25 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification  
 26 within 24 hours of the oral notification.

27 3. CONTRACTOR's notification shall include, to the extent possible:

a. The identification of each Individual whose Unsecured PHI has been, or is reasonably  
 25 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

b. Any other information that COUNTY is required to include in the notification to  
 26 Individual under 45 CFR § 164.404 (c) at the time CONTRACTOR is required to notify COUNTY or  
 27 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period

1 set forth in 45 CFR § 164.410 (b) has elapsed, including:

2 1) A brief description of what happened, including the date of the Breach and the date  
3 of the discovery of the Breach, if known;

4 2) A description of the types of Unsecured PHI that were involved in the Breach (such  
5 as whether full name, social security number, date of birth, home address, account number, diagnosis,  
6 disability code, or other types of information were involved);

7 3) Any steps Individuals should take to protect themselves from potential harm  
8 resulting from the Breach;

9 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to  
10 mitigate harm to Individuals, and to protect against any future Breaches; and

11 5) Contact procedures for Individuals to ask questions or learn additional information,  
12 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45  
14 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

15 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation  
16 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that  
17 CONTRACTOR made all notifications to COUNTY consistent with this Paragraph F and as required by  
18 the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of  
19 PHI did not constitute a Breach.

20 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its  
21 risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

22 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the  
23 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit  
24 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable,  
25 but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to  
26 COUNTY pursuant to Subparagraph F.2 above.

27 8. CONTRACTOR shall continue to provide all additional pertinent information about the  
Breach to COUNTY as it may become available, in reporting increments of five (5) business days after  
the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests  
for further information, or follow-up information after report to COUNTY, when such request is made by  
COUNTY.

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other  
costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in  
addressing the Breach and consequences thereof, including costs of investigation, notification,  
remediation, documentation or other costs associated with addressing the Breach.

#### G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR

1 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the  
 2 Contract, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by  
 3 COUNTY except for the specific Uses and Disclosures set forth below.

4 a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for  
 the proper management and administration of CONTRACTOR.

5 b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the  
 6 proper management and administration of CONTRACTOR or to carry out the legal responsibilities of  
 CONTRACTOR, if:

7 1) The Disclosure is required by law; or

8 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is  
 9 disclosed that it will be held confidentially and used or further disclosed only as required by law or for  
 10 the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR  
 of any instance of which it is aware in which the confidentiality of the information has been breached.

11 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to  
 12 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of  
 CONTRACTOR.

13 2. CONTRACTOR may use PHICOUNTY discloses to CONTRACTOR, if necessary, to carry  
 out legal responsibilities of CONTRACTOR.

14 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR  
 15 consistent with the minimum necessary policies and procedures of COUNTY.

16 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as  
 required by law.

#### 17 H. PROHIBITED USES AND DISCLOSURES

18 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or  
 19 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to  
 20 a health plan for payment or health care operations purposes if the PHI pertains solely to a health care  
 item or service for which the health care provider involved has been paid out of pocket in full and the  
 21 individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

22 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI  
 23 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by  
 24 42 USC § 17935(d)(2).

#### 25 I. OBLIGATIONS OF COUNTY

26 1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy  
 practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect  
 27 CONTRACTOR's Use or Disclosure of PHI.

2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission

1 by an Individual to use or disclose his or her PHI, to the extent that such changes may affect  
2 CONTRACTOR's Use or Disclosure of PHI.

3 3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI  
4 that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may  
5 affect CONTRACTOR's Use or Disclosure of PHI.

6 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would  
7 not be permissible under the HIPAA Privacy Rule if done by COUNTY.

8 J. BUSINESS ASSOCIATE TERMINATION

9 1. Upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the  
10 requirements of this Business Associate Contract, COUNTY shall:

11 a. Provide an opportunity for CONTRACTOR to cure the material breach or end the  
12 violation within thirty (30) business days; or

13 b. Immediately terminate the Contract, if CONTRACTOR is unwilling or unable to cure  
14 the material breach or end the violation within (30) days, provided termination of the Contract is feasible.

15 2. Upon termination of the Contract, CONTRACTOR shall either destroy or return to COUNTY  
16 all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received  
17 on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

18 a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents  
19 of CONTRACTOR.

20 b. CONTRACTOR shall retain no copies of the PHI.

21 c. In the event that CONTRACTOR determines that returning or destroying the PHI is not  
22 feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or  
23 destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible,  
24 CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit  
25 further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible,  
26 for as long as CONTRACTOR maintains such PHI.

27 3. The obligations of this Business Associate Contract shall survive the termination of the  
Contract.





EXHIBIT C

TO CONTRACT FOR PROVISION OF  
RENTAL ASSISTANCE PROGRAM SERVICES

BETWEEN

COUNTY OF ORANGE

AND

CITY OF ANAHEIM

OCTOBER 1, 2020 THROUGH FEBRUARY 28, 2021

**I. PERSONAL INFORMATION AND SECURITY CONTRACT**

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

**A. DEFINITIONS**

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

3. "CMPPA Contract" means the Computer Matching and Privacy Protection Act Contract between the Social Security Administration and the California Health and Human Services Agency (CHHS).

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or California Department of Health Care Services (DHCS), received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Contract on behalf of the COUNTY.

5. "IEA" shall mean the Information Exchange Contract currently in effect between the Social Security Administration (SSA) and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity of the Board of Directors, which shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voiceprint, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or

any other medium standards related to the use of drugs and/or alcohol; staff-client relationships; prohibition of sexual contact with clients; and conflict of interest. Prior to providing any services pursuant to this Contract, all members of the Board of Directors, employees, volunteers and interns of CONTRACTOR shall agree in writing to maintain the standards set forth in the Code of Conduct.

7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with the Contract; or interference with system operations in an information system that processes, maintains or stores PI.

## B. TERMS OF CONTRACT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Contract provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the COUNTY.

2. Responsibilities of CONTRACTOR  
CONTRACTOR agrees:

a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal

Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its current policies upon request.

c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS PI and PII. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in Paragraph E of the Business Associate Contract, Exhibit B to the Contract; and

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2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Contract between the SSA and the California Health and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the Information Exchange Contract (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Contract that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS’s compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit B to the Contract.

i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY

B. CONTRACTOR shall notify ADMINISTRATOR, in writing, within three (3) business days of any staff vacancies that occur during the Period of this Contract.

C. STAFFING LEVELS – CONTRACTOR shall, at minimum, provide the following staff expressed in FTEs, which shall be equal to an average of forty (40) hours worked per week per Period.

| <u>POSITION</u>              | <u>FTE</u>   |
|------------------------------|--------------|
| <u>Administration</u>        |              |
| <u>Housing Coordinator</u>   | <u>0.05</u>  |
|                              | <u>⋮</u>     |
| <u>Program</u>               |              |
| <u>Housing Specialist II</u> | <u>0.20</u>  |
| <u>Total FTEs</u>            | <u>0.25"</u> |

This Amendment No. 1 modifies the Contract as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 1, remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

CITY OF ANAHEIM

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

TITLE: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

COUNTY OF ORANGE

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

HEALTH CARE AGENCY

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

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

DEPUTY